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The Solicitors' Journal.

LONDON, JULY 8, 1871.

THE GOVERNMENT have decided upon introducing a bill enabling the superior courts of law to appoint sittings at Westminster during the Long Vacation. The bill is, of course, introduced with a special view to the Tichborne trial, but, it is, it seems, to be general in its terms. Upon general grounds we see no objection to such a bill. If it were likely to be habitually acted upon, of course the effect would be to abolish the Long Vacation and disturb the whole arrangement of the legal year; and if any changes were to be made in this direction they ought to be made deliberately and after full consideration of all aspects of the question, not by a hurried Act passed to meet a special need and without regard to general utility. But of course the proposed Act will not be put in force under ordinary circumstances; and it is no doubt desirable that the power of the Court over its own sittings should be as large as possible so as to enable it to deal with exceptional cases.

As to the particular trial which now occupies public attention, we gave our reasons last week for thinking that such an Act as that proposed will have no very direct operation. If its passing has the effect of making the Court sit longer than it has now been arranged it shall do, it will not be because it removes any legal obstacle or imposes any legal obligation; but because, as a very strong expression of the feelings and wishes of Parliament and the country upon the subject, it may modify the expressed determination of the learned judge and the counsel engaged not to sit beyond the time agreed upon between them for adjournment.*

LORD CAIRNS' DECISION in the Albert Life Assurance Arbitration, in the case of *Parlby's Claim* (reported in another column), is worth noting, for questions of set-off in winding up have given rise to considerable difficulty. General Parlby had borrowed of the Albert Company upon the security of a policy with that company, and the short question was whether, as against the official liquidator's claim for the amount advanced, General Parlby was entitled to a set-off in respect of the sum assured by the policy. Vice-Chancellor Bacon, before whom the point came in January last, had held that there was no set-off. The question has now been argued in the Arbitration before Lord Cairns, who also decides against the claim of set-off. The Companies Act does not contain any set-off provisions like the "mutual credit" clause in the Bankruptcy Act, and *Smith, Fleming & Co.'s case* (15 W. R. 78, L. R. 1 Ch. 538), is an authority deciding that those rules as to set-off which do not exist except in bankruptcy are not applicable under the Companies Act in winding up. So it was held in *Kellock's case* (16 W. R. 688, L. R. 3 Ch. 769), that a creditor holding security can prove under the winding up for his whole debt, and not, as in bankruptcy, only for the balance remaining after realisation of his security; this being on the common equity principle that a secured creditor is not restrained in his manner of enforcing any or all of the remedies for which he has contracted. But where there is an actual debt due *per contra* the case falls within the class in which the Court of Equity arranges on the principle of set-off. So in *Anderson's case* (15 W. R. 246, L. R. 3 Eq. 337), where, as in *Parlby's case*, the set-off was claimed *against* the company, a set-off was allowed in respect of acceptances of the company's dishonoured before the winding up. In the present case Lord Cairns—admitting that if the claim on the policy had, by the dropping of the life, become a *debt*, there would have been a right of set off as against the company—considered that he could not award any set off, because the case, being one of a running policy, there was no determinate debt; some sum would by-and-bye become due to General Parlby from the company, but as yet there was no definite debt for a set off. Lord Cairns queries whether, in the 158th section of the Companies Act, 1862, some provision might not advantageously have been made for these policy claims on suspended insurance companies; and the query is one which will suggest itself to many, for—to the extent, at any rate, of some months' interest—the rule applicable allows the insurance companies to profit by what may fairly be considered their own delinquency in failing to keep up the business on the footing of which they issued the policy.

LORD ALBEMARLE has withdrawn a Bill which he had introduced into the Upper House, for the repeal of the Act of George III. (1 Geo. 3, c. 13), which fixes the real property qualification for justices of the peace. A simple repeal of the Act of George III. would be very well advised, but as Lord Hatherley hinted, it is worth considering whether the real property qualification should be the only one. Lord Albemarle's Bill will not of course be confounded by the reader with the Bill to remove the disability of solicitors for filling this office.

A BILL WAS READ THE SECOND TIME this week, in the House of Lords, which, under the name of the Prevention of Crime Bill, is intended, principally, to repeal and re-enact with amendments the Habitual Criminals Act of 1869 (32 & 33 Vict. c. 99). We have not yet seen the bill, and it seems scarcely probable that, so late in the session, it can pass both Houses. The Habitual Criminals Act stands greatly in need of revision, as we have often pointed out; there was some talk of amendment last year, but none was made. We may again draw attention to some of the points which need amendment. Section 8 (police supervision after expiration of term of imprisonment) has given rise to inconvenient doubts as to the proof of prior convictions: compare *R.* v. *Summers*, 17 W. R. 384. Section 11 (proceedings against persons as receivers of stolen goods) has given rise to doubts whether or no it throws upon the accused the onus of proving his innocence. The point was raised in a case of *R.* v. *Harwood*, on the Home Circuit, in the spring of last year, and Keating, J., decided in the negative, but as the prisoner was acquitted it has not been argued. Section 10 is also aimed against receivers of stolen goods but the penalty is too small and the description of offenders too narrow. There are other points in the Act which need amendment, and the plan of repealing the Act and re-enacting it with amendments seems a good one.

* Since the above was put in type, the counsel and judge have finally arranged (yesterday) that the trial shall stand adjourned until the 7th of November next. It may be supposed, therefore, that the proposed Tichborne Bill will not, under these circumstances, be brought forward; it would be hardly worth while for the Legislature to pass a special Act to facilitate counsel and bench doing what they have decided not to do. Everything is now placed upon the proper footing, and it is cleared up that "the parties as represented by their counsel," means the counsel as represented by themselves. It being understood that the postponement has been made to suit the convenience of the counsel and the judge, irrespective of the parties, there is no more to be said about the matter.

THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL BILL.

This bill, which passed the House of Lords on Thursday evening last, is admittedly of a temporary character and as this answer (and, we might almost add, no other was given both by the Lord Chancellor and Lord Romilly to every objection which was taken to its provisions, it may, we presume, be taken for granted that nothing in the present bill is intended to affect or influence the final form in which our judicial system is eventually to be settled. If this be so, it follows of course that many observations which we should have thought it our duty to make upon this bill, if regarded as a permanent arrangement, are inapplicable to a mere temporary expedient for supplying an exceptional necessity. Such, for instance, is the obvious objection that the choice of the Crown is considerably limited by confining the judges to be selected to those who are, or have been, judges in England or chief justices of Bengal; it is evident that it might often happen that the most eligible person for the office would be a Scotch or Irish judge, or a retired judge from Bombay or Madras, or from the Canadian or Australian bench, and that no limitation ought to be imposed on the choice of the persons—except, of course, that the persons selected must be Privy Councillors, and ought to possess qualifications not inferior to those of the members of the Committee as at present constituted. As, however, the Lord Chancellor expressly informed Lord Clanricarde, on Thursday night, that the question of opening these appointments to Scotch and Irish judges (and of course the same principle would apply to colonial judges) was not intended to be prejudiced by the bill, and as it is well understood who are the persons to whom it is intended to offer the present appointments, and they are, of course, within the qualification, it is unnecessary to advert further to the point.

We are glad to find that, at the last moment the idea of vesting in the Lord President the right of summoning—which could so easily be misrepresented into "packing"—the particular members of the committee to attend on each occasion was abandoned, though we regret that Lord Romilly's proposition for the establishment of a "rota" was not adopted. This would not only have secured (as far as it is possible so to do) a regular attendance of judges, but would or ought to completely get rid of the idea of any improper manipulation of the list, so as to produce a tribunal of any particular complexion on any particular occasion. We hope, however, that some provision of this kind will be carefully made in the permanent plan which we understood the Lord Chancellor to say is in course of preparation for the establishment of a powerful court of ultimate appeal for the entire empire.

Such a Court ought of course to have upon it representatives of all the principal communities from which appeals to it are to lie, and particularly must have members specially acquainted with the various systems of law—some of them radically different, others identical in principle, but differing widely in important details—administered by the different Courts whose decisions will have to come before them for review; and this will obviously involve distinct representatives from every colony having a Legislature of its own, with a proper arrangement for securing the attendance of such specially qualified members upon the appropriate appeals. We regret, however, to find that the provision contained in the bill of last year for enabling the Committee to sit in two divisions has not been included on the present occasion. Probably it was considered that it would be nugatory to insert such a provision, when it appeared on the face of the bill that the Committee was not strong enough to sit continuously as at present constituted; but we are not satisfied that, although at present there may be a difficulty in securing the continuous attendance of three members, yet there might not be frequent occasions when, after four new members shall have been added, it would be perfectly practicable to secure the attendance of six at once; and we think, especially when it is recollected that the avowed occasion for the introduction of this bill is the great accumulation of arrears in the business of the Committee, that it would have been prudent at least to secure the power of utilising to the full any occasional extra supplies of judicial strength which might from time to time prove available.

We observe that an attempt was made on the bringing up of the report to insert a clause repealing the provision in the Clergy Discipline Act which requires the attendance of one of the prelates on certain occasions. This does not appear to have been pressed to a division, and perhaps it was scarcely germane to the bill, but we should be very glad to find, when we are favoured with the permanent scheme, that it is not intended to give what the Bishop of Winchester calls "a semi-spiritual character" to a court which should deal exclusively with questions of law; though it will follow from what we have already said that some properly qualified ecclesiastical lawyers should be members of the Court, and should be summoned on all proper occasions.

THE BALLOT BILL.

We noticed shortly last week a few points in which the Government Ballot Bill differed from its predecessor last year. The subject is one of so great national interest that no apology will be needed for returning to it. We do not propose, however, to discuss it as a political measure, but merely to notice some of the legal points which may arise upon it, and to suggest a few amendments, which appear to us required, in order to make the bill carry out the object of its promoters, without offering any opinion as to whether the bill should pass or not.

One of the first things that strikes us as curious is that the experience of the School Board elections has not suggested to the Government to make some further provisions as to the "close of the poll." At present polls in England are (except in case of riot) open till five o'clock in counties, and four o'clock in boroughs, and are then closed. Under the present process the vote of each voter is taken by the poll clerk perhaps in one minute, or perhaps in two or three minutes, but for practical purposes the taking of the vote may be described as momentary. We believe that the usual practice is for the poll clerk to complete the entry of the vote of any person who has claimed to vote before the clock strikes, and is then, as it were, in the act of voting; but not to take the vote of anyone else who may present himself, even although such person may have been waiting and ready to poll before. Under the proposed Ballot scheme the process of taking votes will be much longer. The voter has first to get his paper, then to go away and mark it, then to come back and deposit it in the ballot box. This process will necessarily take some time, and it will be remembered that at the School Board elections the presiding officers in many places, acting probably in accordance with their instructions, peremptorily closed their ballot boxes at the hour named for the close of the poll, and thereby excluded the votes of those who were then in the act of voting. Under the present Ballot Bill it is provided that "at the close of the poll" the officer shall seal up the ballot box, &c. Under this clause it is doubtful whether the officer would be justified in receiving any paper after the hour arrived, and certainly the case ought to be definitely provided for. What is wanted is an enactment that the poll shall be kept open after the hour named for its closing, for the purpose of receiving the votes of all persons who have claimed to vote before the hour. It would be desirable also to direct that returning officers shall at each polling place provide some enclosure within which persons claiming to vote shall be admitted, when the polling station itself is full, and that all persons admitted within such enclosure before the hour at which the poll closes, shall be deemed to have claimed to vote

so as to be entitled to have their votes taken afterwards. When the disturbances which took place at the close of the poll for the School Board, are remembered, it may safely be predicted that at Parliamentary Elections in populous places there will be a regular riot at the close of of the poll, if the Bill passes without some such amendments as we have suggested. It is possible that the power given to a Secretary of State to make rules might extend to enable him to provide for the case. We do not think however that the power given to him as the Bill stands would be sufficient, and in our opinion, it would be much better to provide for the case in the Act itself. It must of course be remembered that as the state of the poll will not be known as the day goes on, the inducement that at present exists to poll early, will be gone, and consequently late voters will be much more numerous than now.

Another matter which should not pass without observation is, the clause providing for the expenses of Parliamentary Elections. The policy of this may be very good, but there is a provision in the clause as it stands at present, which will create unnecessary difficulty and perhaps some injustice. The expenses of a returning officer are to be defrayed as if they were expenses of a clerk of the peace, or a town clerk, in the registration of voters; but in the case of a county, such expenses are to be apportioned amongst the parishes, in proportion to the number of electors appearing on the register for each parish. This last provision requires attention. It is apparently copied without much consideration, from a provision (6 Vict. cap. 18, s. 55) apportioning the expenses of a town clerk as to registration of voters in a borough amongst the parishes constituting the borough in proportion to the number of electors on the register for each parish. In a borough this does not even cause much difficulty in calculation, and it does no injustice, because the borough franchise being (with the exception of certain cases of reserved rights not numerous enough to be worth regarding) an occupation franchise, the number of registered electors is a fair enough test of the proportion each person ought to bear of the expense. In counties, at present, the registration expenses of the clerk of the peace are paid out of the county-rate (see 6 Vict. c. 18, s. 54), and are therefore borne by each parish, according to the basis of the county-rate, that is to say, in proportion to the annual value of the rateable property in the parish. This has worked satisfactorily, so far as we are aware, and we see no reason for changing the system, or for apportioning the returning officer's expenses, if they are to be borne by the ratepayers at all, in any different proportion. The county qualification is (notwithstanding the large number of £12 occupiers admitted under the last reform act) still principally a property qualification; the voters on the list for any parish are not necessarily ratepayers, and, in fact, a large proportion are not; and, therefore, we do not think that the number of electors on the register for each parish is a fair test of the proportion which the parish should pay. Further, the cases of duplicate qualifications are much more numerous in counties than in boroughs, and thus persons would be able—by choosing to be on the list for one parish only—to affect the proportion borne by different parishes. Of course, the proportion of the expenses which each additional voter would bring on a parish would be so small that probably few persons, if any, would really be influenced by it, yet the possibility shows that the the scheme is not applicable to counties. There is really no reason whatever why the occupiers and ratepayers in a parish should pay more or less of the expenses of the election, because these are many or few owners having land in the parish but residing elsewhere, or still less because such landowners should choose to enfranchise their relations or political friends by the creation of rent charges issuing out of land in the parish, or still less again because the list of the parish happens, from the name beginning with an earlier alphabetical letter or otherwise, to have been revised by the barrister before others in the same parish, and therefore contains the names of the duplicate occupiers struck out afterwards in the other parishes. In all such cases the number of electors on the register for the parish would be increased by circumstances which did not show the least reason why the ratepayers should pay a larger share of the expenses. The truth is, as we said, the provision seems to have been introduced for no reason whatever, in analogy to the provision for boroughs, without its occurring to the draftsman that the difference between the county and borough qualifications made it totally inapplicable. There is also a section providing for the case of divisions of counties—which is a truly characteristic specimen of Parliamentary draftsmanship. The section is divided into five subdivisions, or clauses. By the first the justices in quarter sessions are empowered to appoint two of their number to act "for the purposes of this section," Subsequently we find that "they" are to do various acts, and it will upon careful examination be found, or perhaps we should say be guessed, that the draftsman has used the word "they" with perfect impartiality, but without regard to grammar, to mean sometimes the justices in quarter sessions, and sometimes the two justices appointed by them. This is seen partly from the nature of the things "they" are required to do, and partly from a proviso as to "one at least" of the two justices being present in order to form a quorum which seems to show that the two justices alone cannot be meant throughout, as it would not occur even to a Parliamentary draftsman to say that if two persons are to hold a meeting, one at least of the two must be present to form a quorum.

It is obvious that the provisions in the bill intended to prevent personation will attract great attention. We observe that the 24th and 25th sections of the bill as to the presiding officer's power to direct persons charged with personation to be taken into custody, and as to the manner of dealing with such persons, were criticised last week by one of our legal contemporaries, as if they were new enactments. In fact, however, they are taken almost verbatim from the 6 Vict. c. 18, ss. 86, 87, 88. Last year's bill did not expressly re-enact these sections, and we then suggested that doubts would arise whether the general clause incorporating existing laws with regard to elections could be considered to have the effect of making these sections apply *mutatis mutandis* to an election under the proposed new system of taking the poll. This has now been expressly provided for. In fact the provisions of the bill as to personation are almost all mere repetitions of the existing law; the most important alteration probably being that an election may be avoided in case of a candidate or his agent procuring personation in the same manner that it may now be avoided for treating.

The bill also provides that in case of equality of votes the returning-officer shall, if otherwise entitled to vote, have a casting vote. This, of course, is entirely new as regards England, and is an alteration of the law as regards Ireland. In England a returning-officer, in case of equality, may not give a casting vote but must make a double return. In Ireland he must give a casting vote whether qualified or not, and is subject to very heavy penalties if he makes a double return. Of course returning-officers almost always are on the register for the places for which they act, and therefore the restriction "if otherwise qualified to vote" will not often come into play. It is, however, rather difficult to see what would be the duty, if this bill should pass, of a returning-officer in Ireland who did not happen to be on the register when there was an equality of votes.

Sir Frederic Rogers, Bart, late Under-secretary for the Colonies, and Mr. Montague Bernard, professor of international law in the University of Oxford, have been sworn in as members of her Majesty's Privy Council.

RECENT DECISIONS.

EQUITY.

TRADE MARK PASSING BY ASSIGNMENT OF BUSINESS.

Shipwright v. *Clements*, V.C.M., 19 W. R. 599.

An authority is scarcely wanted to show that on the sale of a business, the right to the exclusive use of the trade-mark passes to the purchaser, without express mention of it in the deed of assignment. On the formation of a partnership with a person entitled to the benefit of a trade-mark, in the absence of express provision in relation to it, it becomes an asset of the partnership (*Bury* v. *Bedford*, 12 W. R. 726, 33 L. J. Ch. 465), and when the partnership is dissolved, passes as an asset of the partnership, according to *Shipwright* v. *Clements*, to the purchaser of the assets or goodwill. The defendant, in this case, claimed the right to the exclusive use of the trade-mark on the ground that he was the sole inventor. But, as the trade-mark had became an asset of the business which he had sold and assigned to the purchaser, he could not, of course, sustain his claim.

A strictly personal trade-mark like the corporate marks granted by the Cutlers' Company of Sheffield, importing that the goods bearing it are manufactured by a particular person, and not having become appropriated to goods manufactured at a particular place, or in a particular style, may not be assignable; (*Bury* v. *Bedford*, *sup.*), but in *Wheelwright* v. *Clements*, the subject of the trade-mark was a name—the Zingari Bouquet—applied to a particular kind of scent. Such a trade-mark could be assigned, and, as we have already seen, passed by the assignment, without being expressly mentioned.

In substance there is no distinction between the sale of a business by a trader himself, and a sale by his trustees in bankruptcy. Therefore, if a trader's business has been sold by his trustees in bankruptcy, the trader has no right on setting up in business after his discharge to use the trade marks of his old business, or in any way to represent himself as carrying on the business which was sold, (*Hudson* v. *Osborne*, 18 W. R. Ch. Dig. 44) though of course he may resume business next door if he pleases.

WINDING UP—RIGHT OF PETITIONER TO DISMISS HIS PETITION.

Re Berlin Great Market and Abattoirs Company, M.R., 19 W. R. 793.

Re Home Assurance Association, V.C.W., *Ib.* 817.

Is there any rule that, when once a petition has been presented for a winding-up order, the petitioner has no right to dismiss it in opposition to the wishes of any other creditor who appears on the petition? In *Re Berlin Great Market and Abattoirs Company*, the Master of the Rolls declined to allow a shareholder's petition to stand over in order that resolutions for winding up voluntarily might be passed, but made a compulsory order, giving the carriage of it to another shareholder, who appeared to support the petition. This looks like a recognition of the rule, but in all probability the decision is owing to the view taken by the Master of the Rolls of the conduct of the petitioner, who faced about and opposed the making of the very order which his petition prayed might be made; and the circumstances, moreover, according to his Lordship, required investigation.

In *Re Home Assurance Association* (*sup.*), on the other hand, Vice-Chancellor Wickens thought that on principle as well as on authority, the petitioner is entitled to dismiss his petition whenever he pleases, in opposition to the wishes of parties who appear on it, paying, of course, the costs of all parties properly appearing. The Vice-Chancellor followed the decision of Vice-Chancellor Malins in *Re Times Life Assurance and Guarantee Company* (18 W. R. Ch. Dig. 74, L. R. 9 Eq. 382), that a creditor who has presented and advertised a petition to wind up a company is entitled to withdraw it, and if he brings it to a hearing after an offer to pay his debt and costs he will not be allowed costs incurred after such offer. This decision supersedes and overrules the opinion expressed by Vice-Chancellor Kindersley in *Re Marlborough Club Company* (14 W. R. 171, L. R. 1 Eq. 216) to the effect that after a petition has been once advertised, the petitioner has no power to withdraw it, but is bound to let it come to a hearing, in order to enable creditors and shareholders to appear on it.

There is therefore no general rule that a petitioner may not dismiss his petition at any time, even after it has been advertised, on payment of the costs of all persons *properly* appearing. The Court will not run counter to the wishes of the petitioner, as in *Re Berlin Great Market and Abattoirs Company*, even where the circumstances require investigation. To make an order against the wish of the petitioner, and give the carriage of it to another person, is a course which will only be pursued under exceptional circumstances. It must not be forgotten, however, that if the petitioner has not made out a case for winding up the company, the Court will not allow a creditor who supports the petition to claim the order on evidence of his own (*Re Spence's Company*, 18 W. R. 82, L. R. 9 Eq. 9), at least without notice to the company.

COMMON LAW.

CONSTRUCTION "SHIP."

Ex parte Ferguson, Q.B., 19 W. R. 746.

This case (the particular details of which it is not worth while here to state) is of importance in three particulars; first, in showing the extent of the jurisdiction which may be exercised by justices under the Merchant Shipping Acts; next, in a more general sense, by defining the word "ship" as used in those Acts, which is by the judgment in this case declared to mean—any vessel which is substantially a sea going vessel; and lastly, where its application is still more general, in condemning the vicious canon of construction according to which where a word or phrase is explicitly declared to include a particular class, it is held implicitly to exclude everything except that class; a false application of the maxim *generi per speciem derogatur*.

LETTER "WITHOUT PREJUDICE."

Holdsworth v. *Dimsdale*, Q.B., 19 W. R. 798.

The substance of this decision is that a letter written "without prejudice" remains confidential, and, therefore, inadmissible, as between the parties, only so long as it retains the character of a negotiation; when the negotiation is closed by an agreement, the privilege ceases. Upon the facts of this case as reported, however, the case seems to be one of hardship. The plaintiff sued the defendant as indorser on a bill, and the defendant wrote denying (as the fact was) that he had received any notice of dishonour, but offering to waive want of notice if the debt were accepted without costs. The plaintiff finding that there had been no notice, took out a rule to discontinue on payment of costs; but two days afterwards, one day before costs were taxed, and more than two weeks before they were paid, commenced a new action against the defendant on the same bill. Upon the trial of the second action, he gave the letter in evidence to prove waiver, and upon the strength of it recovered a verdict. Now, the costs having been then paid and accepted, there could be no doubt that the negotiation had thus terminated in an agreement. But so far as appears there was nothing before that time to bind the plaintiff to the payment of costs, or even to bind him to abstain from enforcing them. It does not appear that any plea had been pleaded in the first action when the rule to discontinue was obtained, and, therefore, the rule did not, it may be assumed, contain any undertaking by the plaintiff to pay costs; and there was nothing to prevent him from going on with the action and recovering debt and costs. (*Edgington* v. *Proudman*, 1 Dowl. 152). So far, at least, there was no unequivocal acceptance of the

defendants offer; and, therefore, the defendant, who had a good defence to the action, would not have been safe in paying the bill at any time before the 1st of March, when, by the payment of costs, there was for the first time an effectual discontinuance. But by that time he he was already involved in a fresh action, in which, by a retro-active effect, something done after its commencement gave at once force and admissibility for the first time to a document by which he gave up his defence. It would seem that the plaintiff's only way of avoiding the difficulty would have been to apply to stay the proceedings in the second action; for a plea of *autre action pendant* would only have been good up to March 1; and if he had then given the cheque according to his letter, he could not have taken advantage of the completed agreement so as to secure himself against payment of costs in the second action up to that point.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 6.—*Re The Medical, Invalid, and General Assurance Society, Bourne's case.*

Insurance company—Amalgamation of companies—Winding up—Mortgage—Set-off—Policy—Claim to set off mortgage debt against the sum payable on a policy comprised in the mortgage—Claim of indemnity for deterioration of mortgaged property.

B. effected a policy of assurance on his life in the M. Company and assigned some leasehold property and the policy to the trustees of the M. Company to secure the repayment of a sum of money. The M. Company afterwards became amalgamated with the A. Company, and on this amalgamation the mortgage debt and the property comprised in the mortgage were, together with other property, assigned to six trustees upon trust to satisfy all claims then due from the M. Company, and to indemnify the M. Company against any of its liabilities which might not be satisfied by the A. Company, and subject thereto upon trust for the A. Company. Some time after orders were made to wind up both the companies. On B. being required to pay the mortgage debt, he claimed a set-off of the sum to be paid on the policy against the mortgage debt or an indemnity in respect of the deterioration in value of the policy.

***Held** that, inasmuch as the trustees, in whose possession the land and policy were, were ready to reassign the mortgaged property, and the sum payable on the policy was payable by the M. Company, there could be no claim for set-off or for indemnity.*

There being some dispute as to the facts, it was assumed, for the purpose of the argument, that there was no novation.

This was originally an application upon a summons adjourned into court. On November 27, 1852, certain leasehold property belonging to Mr. Bourne was assigned to three trustees of the Medical Society, to secure the repayment to them of £1,900 and interest. In this mortgage security was also included a policy of assurance, which he had effected with the society with a view to the loan. There was the usual covenant by the mortgagor to repay the money. There was no provision for keeping the loan alive till his death. The deed provided for redemption in six months. A few years after he borrowed further sums of £200 and £600, and executed a further charge of these on the property comprised in the original mortgage. In September, 1860, the Medical amalgamated with the Albert. By a deed dated March 14, 1861, the mortgage securities were, together with other property, assigned to six trustees upon trust, first, to pay all the claims to which the Medical was liable, before September 21, 1860; and, secondly, to pay all expenses which these trustees might incur; and, thirdly, to pay all such sums as might be required, to satisfy any claim on account of any policy issued by, or any other liability of the Medical, which the Albert might not satisfy, &c., and subject thereto upon trust for the Albert. After the amalgamation, Bourne paid his premiums, and the interest due on the mortgage to the Albert. On September 17, 1869, an order was made for winding up the Albert, and shortly after the Medical was ordered to be wound up. Bourne was applied to for the repayment of the mortgage money, but he refused to pay it unless a set-off were allowed of the money to be paid on the policy. This summons was taken out by the receiver in the cause of *Foot* v. *Hopkinson* (a suit instituted for the administration of the trust fund).

O. Morgan, Q.C., and *Lemon*, for the Medical.—Bourne claims in effect the right of setting off the sum which he alleges to be due to him on the policy. We contend that there has been a novation; and, if that be so, he cannot set off a sum due to him from the Albert against a sum due from him to a fund which is applicable to the Medical. The *Times Company case*, L. R. 5 Ch. 381, 13 W. R. 559, makes this quite clear. But assuming there was no novation—in order to have a set-off, the sums must be due in the same right, and between the same parties. Here the rights are entirely different. The Medical has no interest whatever in the mortgage money except for the purpose of indemnity. It belongs to the Albert, subject merely to the Medical indemnifying itself against claims which the Albert may not pay. If the policy be assumed to be due from the Medical, can that be set off against money due upon a special trust? But *Parlby's case*, 19 W. R. 382, shows that there is no set-off in any of these cases. That case was not complicated by any question as to the mortgage being held on a special trust. Moreover, the claim is at present a claim for unliquidated damages, and cannot be set-off against an ascertained sum. There is no right of set-off at common law; where is the provision in the statute that gives any such right? The Bankruptcy Act does not. It would be absurd that, because a man happens to have borrowed money from the company, he is therefore to acquire rights which place him in a better position than the other creditors.

Cecil Russell, for Bourne.—There is no novation. [Lord CAIRNS.—Inasmuch as the facts are disputed, we will assume that for the purpose of the argument.] The substitution of the six trustees for the three trustees of the Medical was made behind Bourne's back, and without his assent. There is no proof that he had any notice of it. In *Walker* v. *Jones*, L. R. 1 P. C. 50, 14 W. R. 484, it was held that the assignee of a mortgagee cannot stand in any different character, or hold any different position from that of the mortgagee himself, although the mortgagor may not have been a party to the assignment. Thus these transactions, which took place behind Bourne's back, cannot affect him. We do not put it as a mere dry question of set-off. The policy is part of that which they are bound to re-convey. By their own act, they have rendered that policy other than when it was assigned. It is the same piece of paper, but it is not the same thing; it only gives him the right to claim against some other persons. Possibly they have not destroyed the fund from which his executors were to receive the amount of the policy, but they have lessened it. They have debarred themselves from receiving further premiums. As they have so completely altered the policy, Bourne is entitled to some indemnity. Suppose the mortgagees had granted leases of his land, could they then call up the mortgate-debt and say, we re-convey the property, but it is subject to this and that lien. The question was decided in *Palmer* v. *Hendrie*, 9 W. R. Ch. Dig. 47, 27 Beav. 349. Our case is analogous to that. If these two demands had been recoverable at law, there would have been a set-off. If one demand be the subject of equitable jurisdiction, the legal demand can be set off against the equitable: *Throckmorton* v. *Crowley*, 15 W. R. Ch. Dig. 125, L. R. 3 Eq. 196.

Lord CAIRNS.—Mr. Russell has argued this case with great ability, and has said, I think, everything which could be said for it; but I do not think it admits of any doubt. I assume that the question of novation is out of the case. I assume for the present, without at all meaning to decide it, that this continues a policy chargeable to the Medical, and not chargeable to the Albert. Now, the rule of law is perfectly clear. A mortgagee, on payment of his debt, is bound to restore all the securities for the debt; and if he has dealt with the securities that they are destroyed, or non-existing, it may be a ground for preventing the mortgagee from suing on his covenant, or pursuing any legal remedies against the mortgagor. Of course an assignee from the mortgagee will be in the same position. If the assignee cannot restore the securities, which the mortgagor has a right to call for on payment of the debt, the debt cannot be enforced against the mortgagor.

In this case, however, the facts are these:—The mortgagees

* Reported by Richard Marrack, Esq., Barrister-at-Law.

originally were the Medical Company. They assigned the mortgage securities to the trustees of the fund created on the amalgamation of the Medical and the Albert. It is those trustees who now propose to sue the mortgagor, Mr. Bourne, for the recovery of the debt. The securities in their hands are the securities of £600 and £400, charged on some property of Mr. Bourne, and the policy of assurance effected by him with the Medical. The trustees, who hold these securities, are prepared to restore them to Mr. Bourne, if he pays his debt. There is no difficulty in their doing so. The securities, so far as they affect the property of Mr. Bourne, will be re-conveyed to him. Amongst these will be the policy; and, assuming it to be a policy of the Medical, it will continue so. It may be the case that, from events which have happened in recent years, the policy is not so valuable as it was at one time supposed to be, but that is a circumstance which is inherent in the nature of a contract of this kind, and with which the trustees of this fund have nothing whatever to do. The assignees had nothing whatever to say to the pecuniary or financial circumstances of the Medical, and I certainly am not prepared to hold that the Medical, in assigning the policy along with the other securities, were under a liability to guarantee the solvency of the society, and to make the validity of the assignment depend on the solvency of the society. I think, therefore, whether you call it a set-off or an indemnity, there is no right such as is contended for by Mr. Russell on behalf of Mr. Bourne. That makes it unnecessary for me to express any opinion upon the general question of set-off in the winding up. No order as to costs.

Solicitors, *Walker, Kendall & Walker*; *E. M. Hore.*

June 6.—*Price* v. *Parlby.*

Insurance company—Winding up—Policy—Set off.

Where a policyholdor has borrowed money from the Company, in which his life is insured, and has deposited his policy with the company as security for the loan, on the company being wound up the liquidator is entitled to sue at once for the sum advanced, and a claim to set off against that sum the amount recoverable from the company in respect of damages, will not be allowed.

The fact that the memorandum of deposit stipulates that the company may deduct and retain the sum advanced out of the amount assured by the policy, but does not otherwise provide for the repayment of the advance in express terms, does not imply an agreement on the part of the company to look only to the amount so assured for their repayment.

This was an action at law. In 1839, Parlby effected a policy of assurance on his own life in the Freemasons' and General Life Assurance Company, which subsequently became amalgamated with the Albert Company. The sum assured was originally £1,000, but was afterwards reduced to £600. On the amalgamation of the two companies, there was a novation of the contract with the Albert, so that the policy was to all intents and purposes an Albert policy. On the 10th July, 1858, the Albert advanced £250 to Parlby, and he deposited his policy with the company, as security for the payment thereof. The memorandum signed by him on this occasion, after reciting that he had received the £250 from the Albert Company, by way of loan, &c., continued, "Now I do hereby, in consideration of such loan, subject and charge the said policy, and do declare that the same is deposited with the Albert Life Assurance and Guarantee Company, as a security for the repayment to the said company of the said sum of £250, and interest thereon at the rate of £5 per centum per annum, from the date hereof. And do hereby agree that such sum, together with all interest which may accrue due in respect thereof (unless previously discharged by me), shall and may be deducted and retained by the said company out of the amount assured by the said policy and bonuses thereon. And I do hereby further agree to pay interest upon the said sum of £250 from the date hereof at the rate of £5 per cent. per annum until the said sum shall be discharged by me or deducted as aforesaid, such interest being hereby intended to be made payable, together with and in addition to and at the same time as the premiums payable upon the said policy, it being hereby expressly agreed by me that the said company shall not be obliged to receive the premiums for the time being payable in respect of the said policy, unless the interest for the time being due upon the said sum of £250 shall be also paid therewith. And that the said policy shall be in all respects construed as if such interest had been originally reserved or made payable by the said policy as part of and in addition to the preminm thereby reserved, and shall become absolutely void, if such interest be not paid on the day whereon the premium is directed by the said policy to be annually paid, or if I shall assign or otherwise dispose of the said policy or any right or interest under the same without previously discharging the said sum of £250 and all interest due thereon."

On the winding up of the Albert Company, Parlby claimed to set off against the £250, the sum payable to him on the policy. The question in dispute was considered twice by Vice-Chancellor Bacon (see 19 W. R. 382), and twice by the Lords Justices, who ultimately directed Price & Young, the liquidators of the Albert, to bring the action. The pleas were—Never indebted; and Payment; and two pleas of Set-off. Lord Cairns now wished to hear the question, both from a common law and from an equitable point of view.

Bompas, for the plaintiffs, was stopped by Lord Cairns.

Day, and *Bevir*, for the defendant.—Our first point, is that there was no debt presently recoverable at the time of the winding up. This is not an ordinary loan. The memorandum of deposit shows that this is not a loan repayable on demand, that it is not payable at any time prior to the time when the policy becomes payable. Though it is a loan in point of form, it is only payable out of a particular fund. It is an advance of the surrender value of the policy, the company looking to be repaid only in the event of the policy-holder's death. There is no promise to pay, but there is an undertaking to pay the interest at the same time as the premiums; and if Parlby assigns the policy, or fails to pay the interest at any time, the policy is to be void. The premiums being payable beforehand, the contract is for a year because, after taking a year's premium, they could not have sued before the expiration of that year. Then Parlby could come and tender his premiums and interest, and he would in this way get a renewal from year to year. Thus, so long as he paid his premiums and interest, there would be a never-ending security.

Our second point is that there is a set-off. If the company were a private individual, we could claim a set-off under the Bankruptcy Act. [Lord Cairns.—There are certain provisions, of a very stringent and peculiar kind, as to set-off in Bankruptcy, which we have not here. Here we have only to deal with the Companies Act.] *Re Agra and Masterman's Bank, Anderson's Case*, L. R. 3 Eq. 337, 15 W. R. 246, shews that, although there is a winding-up, still the parties are left to their ordinary rights. Suppose we are indebted to the company in £250, we have a clear right against them, that they should receive our premiums and continue our contract. That they decline to do, and thereupon a right of action accrues to us to sue them, on the ground that they have not carried out their contract. The moment the company is placed in such a position that is is obliged to refuse to carry out its contracts, we have a right of action. The Legislature prevents us from bringing any action, but there is the right of action; and, therefore, we are entitled to a set-off. Moreover, the 11th section of the Albert Arbitration Act gives the arbitrator power to settle matters equitably, unfettered by any legal or equitable right of the parties.

Lord Cairns.—With regard to the first point, as to there being a debt due at law, I must say that I have no doubt at all that there was a debt due. The contract is clearly a contract of loan. The result of that contract of loan, unless limited, and unless the operation of it were suspended in some way, would be, that there would be a right on the part of the lender to sue for the repayment of the money. I need not enter into the question about the first year, because that is some time past; but certainly at the present moment there is a right to recover this sum, unless there are words in this document suspending this right, and making the sum payable, not at the present time, but at some future time not yet arrived. I cannot find any words for that purpose. I find a recognition, in the most absolute terms, that the money has been advanced by way of loan, and I find that all the subsequent terms are terms in favour of the company, and not in favour of the borrower of the money. For example, the borrower of the money is made to agree that the principal sum "together with all interest, which may accrue due in respect thereof, unless previously discharged by me, shall and may be deducted and retained by the company out of the amount assured by the said policy and bonuses thereon." It appears to me that this is a right given to

the company for their benefit, to repay themselves out of the amount secured by the policy, if they found that the most convenient way of repaying themselves. Then the next clause is an agreement to pay interest upon the sum at a particular rate and at particular dates, "until the said sum shall be discharged by me or deducted as aforesaid," contemplating the two modes of the termination of the loan. That, again, is a stipulation which is for the benefit of the office, for the law would not imply a contract to pay interest, much less a contract to pay interest at a particular rate, or to be paid on particular days. Then there is a further stipulation, that the interest may be added to the premiums and may be required to be paid with the premiums, and that the policy may be treated as becoming void, if the interest be not paid with the premiums. That again is a stipulation not suspending the operation of the loan as regards the borrower, but in favour of the lender, and giving the lender higher rights. I, therefore, think there could be no defence at law to the application for the repayment of the money as an ordinary loan.

Then is there any right of set off? Now, I do not at all think the case can be likened to the way in which it would have stood if this company had continued to carry on business, and the life had dropped, and thereupon there had accrued the right to receive from the company the sum of money assured, and then in that state of things the company, or any one representing the company, had attempted to sue the borrower for the amount of the loan. I suppose there is no doubt that in that case there clearly would have been a right of set off. But the position of things here is very different. The company is wound up at a period of time, when there is no breach of the policy, and no right of action. The company is wound up upon those considerations mentioned in the Companies Act, which make it expedient that the business of the company should, under certain circumstances, be stopped, its assets taken possession of by the Court, its liabilities ascertained, and its assets divided for the purpose of meeting those liabilities. There would be a good deal of difficulty, if there had not been a special enactment made on the subject, in saying how, in that state of things, a policy current at the time of the winding up could be looked upon as a claim or liability at all. There would be no broken contract; there would be no right of action; there would be nothing in the shape of an absolute debt. The Act of Parliament, however, has not left the thing in doubt, because it has provided for a case of the kind expressly by the 158th section. It provides in substance that claims against a company present or future (which I understand to be claims which either have ripened into debt at the moment of winding up, or have not ripened into debt by reason of there being no contract broken at that instant) shall be proved in this way—that a just estimate shall be made, so far as possible, of the value of each claim, if for any reason it does not of itself bear a certain clear value. Then the general order points out that, so far as is possible, that estimate shall be made as at the date of the order to wind up the company. What General Parlby, therefore, as against the company is entitled to here, is not a liquidated sum due from the company as a matter of right at the time of the winding up, not damages due from the company, unliquidated in the first instance and to be liquidated by an action, but his right against the company is to apply to the Court to put a just estimate as at the date of the winding up, as far as is possible, upon that claim which has not matured, but which at some future time he may have against the company. How that value is to be put is not a matter which I have now to dispose of, but that is what General Parlby is entitled to.

Then can that sum, which is to be produced in that way, be set off against an absolute clear and liquidated debt due from General Parlby to the company? I am not at all prepared to say that it might not have been a very fit thing for the Legislature to have considered whether it would not make a general enactment applying to all cases, carrying this 158th section further than it has carried it, and declaring that once a proof should be made upon an estimate arrived at, as pointed out by this section, the debt so proved might be set off against any debt due to the company from the person who had made that proof. But the Act of Parliament has not thought fit to do so, and I do not think it would be for me under the general powers given to me by the Albert Arbitration Act to introduce—not on any ground peculiar to the case between General Parlby and the company—a provision into the winding up act which the Legislature has not thought fit to introduce there. I think I should be going very far beyond my province if I were to do so.

Therefore I must decide that there is a right at law to recover the debt, and that there is no right of set off, either at law or in equity, of the estimate to be put on the value of General Parlby's claim against the company.

This being a representative case, it was arranged in the Court of Chancery that the costs of the action should be allowed to General Parlby. Costs were now allowed in accordance with this arrangement.

Solicitors, *Bischoff, Bompas, & Bischoff; Routh & Stacey.*

COURT OF BANKRUPTCY.

(Before Mr. REGISTRAR MURRAY.)

June 7.—*Ex parte Perrott's Executors, Re Guild & Chapman.*

A packer has a general lien upon goods of his customer come into his possession in the way of his trade as well as for the amount of his charges in respect of the particular goods as for the amount of his charges in respect of any other goods of the customer.

In this case the executors of Mr. Perrott, packer, cloth-worker, calenderer, and glazer, claimed to prove against the estate of Messrs. Guild & Chapman, bankrupts, for £210, after deducting £150 being the value of certain goods received by them from the bankrupts; and the question was, whether a packer had a lien not only for the price of work done on particular goods, but also in respect of a general balance of account.

The short facts appeared to be that for many years, Mr. Perrott had been in the habit of receiving goods for the bankrupts, who were merchants, for the purpose of being made up for the foreign or colonial market and sent off as directed. Before packing goods it would be usual for the owners to inspect them, and in some cases it might happen that they would be sent back to the manufacturers from whom they had come. The general instructions given to the packers by Guild & Chapman were to receive goods for the purposes of packing; in the case of the particular goods in respect of which a lien was claimed they were received in June, 1870, from certain Glasgow houses, and no specific instructions were given, but they were warehoused on the footing of the general instructions which the bankrupts had given, and while on the premises bankruptcy supervened.

In support of the lien two witnesses swore that a packer had by the custom of the trade a general retaining lien upon goods of his customer come to his possession in the way of his trade.

At the date of the bankruptcy £361 was due to the executors, as to the sum of £221 for work and labour, &c., by the testator, and as to the residue for work and labour, &c., by the executors. The applicants claimed a lien upon goods the value of which had been assessed at £150, and they held no other security except two bills of exchange accepted by the appellants for £65 and £78 respectively, and a promissory note for £182.

Brough, for the executors, in support of the lien.—*Ex parte Deeze*, 1 Atk. 228, is a conclusive authority. There it was held by Lord Hardwicke that a packer might retain goods till he was paid the price of packing, and if he had another debt due to him from the same person the goods could not be taken from him until he had been paid the whole amount, notwitstanding the debtor had become bankrupt. He also cited *Demainbray* v. *Metcalfe*, 2 Vern. 690; *Green* v. *Farmer*, 1 W. Bla. 65; *Savill* v. *Barchard*, 2 Esp. 53; Whitaker on Liens, 126; Montague on Liens, 25.

Bagley, for the trustee, *contra*.—Formerly packers were also factors, and advanced money on the goods, but the custom no longer existed. The executors were not entitled to claim a lien except in respect of work which they had performed since the testator's death.

Brough, in reply.

Mr. Registrar MURRAY.—The observations of the editor in reference to the case of *Ex parte Deeze*, are borne out by a subsequent case reported in the same volume (*Ex parte Ockenden*, 1 Atk. 235); and in *Green* v. *Farmer* the usage of the trade as regards packers was then distinctly recognised. In *Savill* v. *Barchard*, at Nisi Prius, before Lord Kenyon, the learned judge, commenting on the question of liens and the case of *Green* v. *Farmer* says, "The courts of law and the understandings of people in general have gone much in favour of liens; it has been established in the case of bankers, packers, and wharfingers that they are all entitled to such lien." There are other cases in which this lien as arising

out of the general course of practice of the particular trade has also been recognised, and having regard to the evidence in this case it seems to me that the creditors seeking to prove have clearly brought these within the doctrine of the cases. [His Honour then read and commented upon the evidence.] The right of Perrott himself would in my opinion have been clear. The only other point which arises is as to the representative character in which this proof is presented, and as to how far, if at all, the creditors are at liberty to engraft upon these goods any lien, except in respect of that portion of the debt which has been incurred since the death of their testator. The difference in the amount would be but really a few pounds, but I am of course bound to deal with it; and I have come to the conclusion that inasmuch as it has been shown in evidence that these executors are carrying out the business of their testator with monies belonging to his estate, and under express powers conferred upon them by the will under which they are appointed their proof my be admitted, leaving it to them to apportion the amount of the dividend as they may think fit.

Solicitor for Perrott's executors, *T. G. Bullen.*
Solicitors for the trustee, *Reed, Phelps, & Sedgwick.*

(Before Mr. Registrar MURRAY, acting as CHIEF JUDGE.)
June 21.—*Re Derry.*

Bankruptcy Act, 1869, *Rules* 260, 262, *and* 263—*Receiver.*

This was an application on behalf of the majority of the creditors of a debtor, who had filed a petition for liquidation by arrangement or composition, under sections 125 and 126 of the Bankruptcy Act, 1869, for an order that Mr. Banes, a gentleman, who had been appointed receiver by the Court, should be discharged from his office, and another receiver nominated by the majority of the creditors substituted in his place.

The debtor filed his petition on the 9th inst. On the 10th, upon the application of the debtor by Mr. Poncione, his solicitor (Mr. Poncione being also a creditor himself), Mr. Banes was appointed receiver. Mr. Banes thereupon entered upon and acted in the performance of his office, and obtained an order restraining proceedings at law by a creditor of the debtor. On the 13th inst., a document was signed by a majority of the creditors, requesting that another receiver should be appointed, and the present application followed. No complaint whatever was made in reference to the conduct of Mr. Banes in his character of receiver.

Griffiths, in support of the application.
Mr. Poncione, solicitor, *contrâ.*

Mr. Registrar MURRAY said in all these cases the Courts took care to see that the person appointed as receiver, was one in whom confidence could be reposed, and it was the practice not to restrain the proceedings of creditors until the appointment had been made. He thought it would give rise to considerable inconvenience if, after a receiver had been appointed by the Court, the majority of the creditors, without being in a position to make any charge against the person already in office, were permitted to say "Discharge this order, and give us some other receiver." The Registrar then referred to the 260th, 262nd, and 263rd rules, and said he did not think it was within the spirit of the Act of Parliament, that a receiver appointed by the Court should be displaced without any sufficient reason being shown.

Application refused.
Solicitors for the creditors, *Ashurst, Morris, & Co.*

APPOINTMENTS.

Mr. THOMAS GARWOOD, Jun., of Wells, Norfolk, has been appointed a Commissioner to administer oaths in chancery.

The Finance Committee of the Herts Quarter Sessions have recommended that the clerk of the peace for the county should receive a salary of £675 per annum, which arrangement Mr. Nicholson is ready to accept.

Mr. Henry Sumner Maine, late legislative member of the Supreme Council of India, has been Knighted by the Queen, and received the decoration of a Knight Commander of the Order of the Star of India. Since his return from India, Sir Henry Maine has been Professor of Jurisprudence in the University of Oxford.

GENERAL CORRESPONDENCE.

ACKNOWLEDGMENT OF TITLE.

Sir,—The case of *Phillipson* v. *Gibbon*, decided by the Lords Justices in Hilary Vacation, and reported 19 W. R. 661, and in the July number of the Law Reports (6 c. 428), deserves the attention equally of lawyers and of archæologists The appeal was for costs, upon the question, in a suit for specific performance of a contract of sale, whether a good title had been shown by the plaintiff before the hearing. The property sold consisted of three adjoining houses in Bishopgsate-street, one of them bounded on the south by a wall, nearly blank, extending about ninety-three feet along New-street. Pending the reference on the title the defendant discovered on the wall a stone at about the height of the first floor bearing the following inscription, "This wall, being ninety-three feet in length from east to west, and from the face of this stone eighteen inches in substance, is the property of the East India Company, erected at the sole charge of the company May 26th, 1776. At the same time the ground eighteen feet south from this stone which had been purchased by the East Indian Company was given to the public for widening the entrance into this street."

A watch-box on the New-street front of the property, (shown on the plan accompanying the particulars of sale) occupied a space of five feet five inches square, lying within the wall and entered through it; and the key of the door to this watch-box was in the possession of the St. Katherine's Docks Company, to whom the adjoining property of the East India Company had been sold.

The plaintiff proved that their predecessors in title had demised the house in 1831 for a term of seventy years to a tenant who shortly afterwards rebuilt the wall in pursuance of a covenant in the lease, and reinserted the stone, without the authority or knowledge of the lessor; and that from 1831 to the present time no acknowledgment of title in the East India Company or in any one claiming under them had been given. Sir R. Malins, V.C., held that the plaintiff had shown a good title, and said "Upon this point being raised before me, I asked the question—Have the East India Company or anybody claiming under them ever received an acknowledgment of title or have they received any rent for the use of the wall? I was told that nothing of the kind had taken place. Am I, therefore, bound, because a wall was erected in 1776, nearly a century ago, by the East India Company to assume that it belongs to them now." No acknowledgment of title since that time, no recognition, no act of ownership being shown. . . . . Can anybody suppose, when the plaintiff and his predecessors in title had been in possession nearly forty years of a house supported only by that wall, that anybody claiming under the East India Company could pull it down."

Notwithstanding this satisfactory and apparently unanswerable judgment, the plaintiff's pending the appeal, did what they could to make their title faultless. The key of the watch-box was more accessible than the keys of their houses which the exiled Moors of Granada took with them to Africa, and, before the bearing of the appeal, the plaintiff procured a release of all claims from the Secretary of State for India, and from the St. Katherine's Docks Company. But the Lord Justices held that until that release was given the plaintiff's title was defective. The grounds of the judgment were thus stated by Sir W. M. James, L.J.—

"This objection appears to us to be a very serious one. It was, in truth a statement on the property itself that the wall, forming a substantial part of the property, had been erected by and was the boundary wall of the adjoining owner. For the East India Company, of course, continued to be the owners of the soil of the street, although dedicated to the public. There was nothing whatever to lead to the presumption that any title had been gained adverse to that of such adjoining owner by adverse possession. Where there is a boundary wall, and that boundary wall remains undisturbed, and an inscription is allowed to remain on it which states to all the world that it is the boundary wall of the adjoining proprietor *it seems to us idle to suppose that any question of the Statute of Limitations, or of adverse possession, or of cesser of possession, could properly arise.* It was therefore manifest that the wall belonged to the East India Company; there being this further element in the case, that a purchaser from the East India Company, that is to say, the St. Katharine's Docks Company had got in that

very wall or watch-box, the key of which remained in the custody of that company."

It is clear that this judgment was not grounded on the watch-box, and key—neither of which could have anything to do with the title to the wall. Nor did it rest on the fact that the wall actually did belong to the East India Company in the year 1776. It was not proved in the case that the East India Company ever had any title to the wall, and proof of their title in 1776 would have been immaterial, because the vendor was not bound to carry the deduction of his title so far back.

The mural inscription remains as the sole foundation of the decision; and, nearly forty years after the passing of the Statute of Limitations, we learn for the first time that, besides "the acknowledgment of the title of the person entitled," "given to him or his agent in writing signed by the person in possession" which, under the 14th section of that statute, is sufficient, if it is given before the statutory bar has taken effect, to create a fresh starting point, there may be an acknowledgment of title, not signed by any one, but cut by a mason on a stone which, although it is purely historical and records nothing but the state of the title on a specified day, will, so long as it remains in situ, protect the title so recorded from the operation of the Statute of Limitations.

The doctrine is new and somewhat startling. Perhaps it is not fair to object that the single decision which has established it has left its limits somewhat undefined. The Statute of Limitations is commonly said to operate as a statutory conveyance. According to *Phillipson* v. *Gibbon* it must now be said that property which bears on its outer wall a transcript in stone from the history of the past title, is incapable of being so conveyed. Incapable of being conveyed by adverse possession, but not, according to the same judgment, as it seems, incapable of conveyance by any other means. For the judgment proceeded on the assumption that the title, which was defective when the suit commenced, had been made good before the hearing of the appeal by a release executed—not by the East India Company, whose title still stood petrified in the wall, but by the Secretary for India and the St. Katherine's Docks Company. Why the record in stone of a title in A, in 1776, should be inconsistent with the title of B, in 1871, by adverse possession, but consistent with the title of C, in 1871, by conveyance or special Parliamentary transfer, is not obvious. It is to be feared that the decision will lead to some vandalism.

Temple, July 6. G. S.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 2.—The *Tichborne Case.*—The Earl of Derby invited the attention of the Lord Chancellor to a petition which he presented from the defendants in this case, remonstrating against the contemplated postponement of the trial till November, chiefly on the ground that several of the witnesses were of advanced age and in ill-health, and that by their death in the interim the ends of justice might be prejudiced. They, therefore, prayed that the necessary steps might be taken to enable the Court to sit during the long vacation.—Earl Stanhope hoped some assurance would be given that the matter would receive the attention of the Government.—The Lord Chancellor said a short Bill would be introduced into the other House for the purpose of enabling all Courts to sit at such times as might be expedient for the due administration of justice, notwithstanding any general orders which existed to the contrary. The Bill, therefore, would not be confined to this particular case.

The Ecclesiatical Dilapidations Bill.—The Commons amendments were agreed to.

July 4.—The *Army Regulation Bill* was brought up from the Commons, and read a first time.

Justices of the Peace Qualification Bill.—The Earl of Albemarle explained that the object of this Bill was to repeal the Act which imposed a landed property qualification on justices of the peace. That qualification was contemporaneous with another Act of Henry VI which formerly imposed a like qualification on members of Parliament. He urged that the principle of the Act was now out of date. The landed property qualification excluded the brothers and younger sons of peers, officers in the Army and Navy, professional and scientific men, and wealthy merchants. He moved the second reading.—The Lord Chancellor denied that there was any analogy between the qualifications of magistrates and that of members of Parliament. The latter were elected, and it was right that the choice of the electors should be unfettered and should be decisive as to their qualifications, whereas magistrates were nominated by the Crown, and should give some guarantee of fitness There was no general wish to repeal the Act of George III. It might be reasonable to consider whether landed property should be the only qualification, but the Bill would repeal it without substituting any other. The object of the qualification was to guard against the appointment of unfit persons and to protect Lords Lieutenant from undue pressure. He would recommend the noble earl to direct his efforts towards an amendment of the Act, instead of to its simple abolition. With regard to clerical magistrates it has been the rule for many years not to appoint clergymen as magistrates unless it was difficult to obtain other qualified persons.—Lord Lyttelton held that unpaid magistrates should have a substantial stake in the country, but testified, as a Lord Lieutenant of long standing, to the inconvenient and embarrassing nature of the present qualification, advising the noble earl to devise some additional qualification.—The Earl of Albemarle, adopting the recommendations of the last two speakers, withdrew the Bill.

Prevention of Crime Bill.—The Earl of Morley said this bill was an old friend under a new name. Instead of simply amending the Habitual Criminals Act it had been thought better to re-enact almost all its provisions, remedying any defects in it, and making several changes recommended by experience. In spite of verbal and other inaccuracies, it had effected much good. A register had been carefully kept at the central office in Whitehall of criminals convicted summarily or on indictment of any offence mentioned in the schedule, the photographs and descriptions of the prisoners being sent up there and thence distributed over the country. The numbers were certainly appalling. The clauses of the Habitual Criminals Act, with reference to houses that harboured thieves, had proved extremely beneficial. [After entering at some length into statistics, he continued.] He trusted that these figures to a certain extent proved that the Habitual Criminals Act had been really beneficial to the country, and that the provisions which it contained had been honestly and successfully carried out. It might be asked why if the Act had been so successful should it be amended. The fact was that owing to the amendments which had been inserted in that measure while it was passing through the Legislature many inaccuracies crept into it, which rendered it extremely difficult to work some clauses and impossible to carry others into effect. It was with the view of remedying these defects that the Bill was introduced. As to the provisions of this Bill, one of them would oblige the holders of tickets of leave or convicts who had been released to report themselves monthly to the police and to report their change of residence. The subject of this monthly reporting has been most carefully considered; evidence had been taken from all those who were capable of giving the most valuable evidence on the subject, and the result was that the Government had determined to insert in this bill a clause for the revival of this monthly reporting. Discharged prisoners were to be required for the future to make returns of themselves; it would be rendered compulsory that their photographs should be taken; and those who came within the second class were to be placed under supervision for a fixed time, during which they would be under exactly the same restrictions as holders of tickets of leave, and during that period they would be required to report themselves monthly to the police. On almost all other points the bill was a mere transcript of the existing Act, with the exception of certain matters of procedure.—The Earl of Carnarvon wished the bill had been introduced at an earlier period of the session, when there might have been a greater chance of its passing through the other House of Parliament before the end of the session. He was afraid, however, that he could scarcely join in the praise bestowed upon the working of the Habitual Criminals Act. He approved the plan for dividing the criminals into two classes, and requiring one of those classes to report themselves monthly. By requiring the discharged prisoners to make these periodical reports the system of supervision would be changed from a sham into a reality.—Lord Houghton, so far from thinking that the Habitual Criminals Act had been a success, had come to the conclu-

sion that it had rather proved a failure; and that it was not by extending its principle or by making its provisions more severe that they could hope to arrive at a satisfactory result. A young man of fortune might knock down and ill-use a policeman and get off by paying a fine of £20. He thought the fine inflicted in such cases should be heavier. He regretted that he could not approve the principle of that bill. The bill was read a second time.

The *Judicial Committee of Privy Council Bill.*—The report of amendments was received.—Lord Cairns commended the principle of the measure, but objected to some of its provisions because he feared they would prevent the bill coming practically into operation. In the first place he remarked that judges had a large staff of officers necessary to the discharge of their duties; but it was proposed by the bill that these judges should be offered positions in which they would perform the duties of their office without the assistance they had been accustomed to. In the next place it was proposed to offer to judges whose tenure of office was thoroughly well defined a position which would be held by them only during the pleasure of the Crown; and in addition to this the cause of the judges' punctual attendance in their own courts had been entirely overlooked; but the fact was judges held office during good behaviour, and it was not good behaviour to be absent during the sitting of the court. They first of all, as it appeared to him, fell into the serious error of saying nothing about the tenure of office of the judges, and, having said nothing about that subject, they then inserted an offensive condition by which the Lord President of the Privy Council was to determine whether an excuse sent by one of the judges was a reasonable one or not, and in point of fact, to order his removal if necessary—a condition which was utterly unconstitutional, and one to which no judge of the superior courts would, he believed, be willing to submit. Again, assuming that the Crown appointed to this tribunal one of the Lord Justices, a Puisne Judge, and two Indian Chief Justices, they would have sitting side by side, and determining the same causes, men in receipt of £6,000, £5,000, £3,500, besides an Indian assessor with a salary of £400 a year. Though these discrepancies in salaries were extraordinary enough, the matter was essentially one for the consideration of the Government, but with reference to the office of the judges, he moved an amendment making the tenure of the office of the judges dependent upon the conditions applicable in the case of the judges of the land. —The Lord Chancellor hoped the amendments would not be persisted in. The first objection of Lord Cairns was that these judges would not be provided with clerks. He believed, however, that upon the question of a clerk no real difficulty would arise. With respect to the tenure of office it was certainly true that a judge of the land could not be removed except upon an address to her Majesty by both Houses of Parliament, but her Majesty could remove whom she thought fit from the Privy Council, and as since 1834 the High Court of Appeal had been subject to removal, and the qualification of holding during good behaviour had not existed, the provision in the bill was not likely to be attended with any evil result, or practically to interfere with its working. The next point was that there should not be any mode of terminating the duties of these learned judges, as prescribed in the bill, in the event of not attending to the duties of their offices; but surely there could be nothing undignified in a judge requesting, if he thought proper, to be relieved of the arduous duties which he would be called upon to perform, in which case of course he would retire and cease to receive the salary attaching to the office. It was not proposed to interfere in any way with the pensions to which these judges had become entitled by their previous services, but simply to add an uniform sum of £1,500 a-year to the amount of which they were already in receipt.—Lord Westbury supported the amendment as the easiest way out of the difficulty. As regarded the clerks, at the Judicial Committee the duties to be discharged were purely official, and the attendance of clerks became unnecessary. He hoped no stress would be laid upon the difference of salaries between the judges, this being admittedly a temporary expedient intended to meet the present overwhelming necessity, and to be followed hereafter by a measure which it was to be hoped would put the tribunal upon a more fitting basis, both as to position and emoluments. As to the constitution of the Court, it was plain that the limitation of the choice of members to judges of Westminster Hall, either existing or retired, and to judges who had held office in the Supreme Court in India, must ultimately be enlarged so as to include within the range of choice judges of the Superior Courts in Ireland and also in Scotland. At the present moment, the chief pressure existed with regard to the Indian appeals, but hereafter there would obviously be a mass of colonial business for consideration, and it was with regard to these appeals especially that the habits of thought, early training, and practice of the Scotch judges would enable them to render eminent services.—Lord Romilly did not believe there was the slightest risk, as society was at present constituted, that any judge who might be added to the Judicial Committee would be capriciously removed. It was only fit and proper that judges should be permanent and that they should not be removed except when they had been guilty of misconduct that could be ascertained by Parliament; but no person in Westminster Hall would entertain the slightest fear that there was any trenching upon principle if to the judges who were appointed members of the Judicial Committee nothing was said respecting the time during which they should hold their offices. He desired to point out to the Lord Chancellor the necessity for establishing a rota of judges now that the number of ecclesiastical cases was small. The old practice, if followed, would very much facilitate the constant sitting of the Court.—Lord Chelmsford said there was nothing in this bill to show that it was of that temporary character described by the Lord Chancellor. He believed that the greatest difficulty would be experienced in inducing any of the present judges to accept the appointments.—Earl Granville deprecated Lord Cairns' amendment.—Lord Cairns agreed to postpone his amendment and the debate was adjourned.

Union of Benefices Acts Amendment Bill.—The Bishop of Winchester moved the second reading of this bill: its object was to empower the bishop, on the application and written consent of the incumbent and patron, and with the consent of the parishioners in vestry, to constitute in united parishes containing more than one church one of those churches the parish church.—The bill was read a second time.

The *Benefices Resignation Bill.*—On the motion of the Bishop of Winchester, who stated that the alterations would injure its working, but that it would be easy, if necessary, to pass a short amending measure, the Commons' amendments to this bill were agreed to.

The *Sequestration Bill.*—The Commons' amendments to this bill were also agreed to.

The *Burial Grounds Bill* passed through committee.

Judicial Committee of Privy Council Bill.—Adjourned debate on the report of the amendments of this Bill.—Lord Cairns said that in order to demand the services of those whose services it would be most desirable to have, they must be offered an appointment equal in respect of duration and salary to that which now they held. He proposed an amendment to that effect.—The Lord Chancellor would accept Lord Cairns' amendment, if he would add to it such words as would restrict its operation to those judges who should continue to be Privy Councillors. The amendment with this modification was agreed to.—Lord Salisbury objected to bishops sitting in the Court of Final Appeal as an anomaly; that they were peculiarly unfit to sit in ecclesiastical causes.—The Archbishop of York defended the decision in the Purchas case; many of the clergy objected to lawyers being upon an ecclesiastical tribunal at all.—The Bishop of Winchester believed that the discontent was caused by the presence of bishops upon the committee.—The Archbishop of Canterbury thought it was impossible to get rid of the judicial character of the bishops unless they abolished the episcopal office altogether. —The bill, as amended, was read a third time and passed, the standing orders being suspended for that purpose.

HOUSE OF COMMONS.

June 30th.—The *Army Regulation Bill.*—On the order for consideration of the Bill as amended, Lord Elcho moved, "That it is inexpedient to consider the Bill as amended until the whole of the scheme of the Government for the first appointment, promotion, and retirement of officers, together with an estimate of its probable or possible ultimate cost, and also the plan for the amalgamation of the Regular and Reserve Forces, have been laid upon the table." After some debate, the resolution was negatived without a division. A clause moved by Lord Elcho, providing that no soldier should be permitted to enter the Reserve

Force till after attaining his 23rd year was also negatived without a division.

The *Volunteers*.—Lord Elcho moved to strike out clause 9 of the Army Regulation Bill, which proposed to put the Volunteers under the Mutiny Act. After some debate in the course of which Mr. Cardwell said, that the clause was simply intended to apply to the Volunteers when exercised with the Regulars and Militia—that was, when put directly under military command for the purpose of training for war—that which Parliament had already applied to them when war was declared; the motion was negatived by 212 to 30.

Municipal Corporations (Borough Funds) Bill.—Mr. Leeman, in moving the second reading of this Bill, stated that it was intended to prevent Municipal Corporations and Local Boards of Health from being crippled in the discharge of the duties with which they were interested, in consequence of a recent decision in the Court of Queen's Bench. Mr. Hardy opposed the provisions of the Bill, but would assent to its second reading on condition that it was referred to a Select Committee. Mr. Leeman acceded to this suggestion, and the Bill was read the second time and referred to a Select Committee.

The Landlord and Tenant (Ireland) Act (1870) *Amendment Bill*.—Dr. Ball moved the second reading of this Bill. The Marquis of Hartington, in assenting to the Bill, did not admit that it was a measure of necessity, but simply one of precaution.

The Industrial and Provident Societies Amendment Bill—was read the second time.

Bill to Amend the Corrupt Practices Commissions Expenses Act, 1869.—A Bill by Mr. Winterbotham was read for the first time.

July 2.—*The Tichborne Case*.—Mr. A. Seymour presented a petition from the trustees of the infant defendant in the case, alleging that they had heard that it had been stated by the Lord Chief Justice of the Court of Common Pleas that the trial would be postponed from the 10th instant, until the month of November; that such postponement would be prejudical to the interests of the infant and the ends of justice, inasmuch as there were several witnesses to be examined who were of advanced age and precarious health, and praying that such steps should be taken as might enable the Court of Common Pleas to proceed continuously with the trial. The petition on being read by the clerk at the table was received with cheers.—Mr. Bernal Osborne asked the Secretary of State for the Home Department whether, having regard to the exceptional magnitude of the case of "*Tichborne* v. *Lushington*," now being tried before the Lord Chief Justice of the Common Pleas, and the advanced age of several very important witnesses, and in consideration of the opinion given, and the regret expressed by the learned judge on the 20th instant, that a legal disability would prevent the possibility of the Court of Common Pleas continuing that trial after the 10th of August next, he had considered if the ends of justice might be advanced by the introduction of a Bill to authorise that Court to sit, if necessary, during the long vacation until the conclusion of the trial; and whether her Majesty's Government was prepared to introduce such a Bill, or if introduced by a private member, to support it.—Mr. Bruce said the Lord Chancellor, towards the end of last week, requested the opinion of the Chief Justice as to whether it was necessary an Act of Parliament should be passed in order to enable the Court to sit during the long vacation. The Chief Justice replied as follows, "That he was fully sensible of the evils which might probably arise from the adjournment of the Tichborne trial, adding that if the parties were desirous it should be continued during the vacation, he would be prepared to sacrifice his own rest and comfort in this respect, as he had already done in other things, and to continue sitting as long as his health would permit. Not only, however, had no such wish been expressed to him on behalf of either party, but the counsel who represented them had most unequivocally stated their wishes to the contrary. Unless they and the jury were willing to concur it would be impracticable to continue sitting, and therefore it seemed to him (the Lord Chief Justice) practically useless to attempt the special legislation which the Lord Chancellor proposed in this case. The Lord Chief Justice added that his health had already given way under the pressure of the case. He had also received from the Lord Chief Justice in reply to an enquiry of his own another letter respecting the powers of the Home Secretary to arrange for the proceeding of the trial from the 10th of July to the 10th of August, which, of course, would require no Act of Parliament. The Chief Justice said he had not made any application for that purpose. Having ascertained, however, that there was no chance of the trial being concluded by such a course being adopted, and the counsel representing both parties to the cause having distinctly stated that they desired the adjournment to take place about the 10th of this month, the adjournment was fixed for that time and, with the concurrence of the jury, he felt he had no other course to pursue than to carry out that arrangement; still if all the parties interested, including the litigants, their counsel, and the jury, were now desirous of having the arrangement altered, and the Home Secretary was willing to make the necessary arrangements for supplying my place upon the circuit, he would endeavour as far as his strength would permit to carry out any fresh arrangement that might be agreed upon, but he had received no intimation whatever of such a general concurrence as would justify him in making an application, or in attempting to alter the arrangements which have been made with the consent and upon the application of the counsel for both parties." Under the circumstances, the Government were of opinion that no legal obstruction should, either in this or any similar case be allowed to interrupt the progress of a trial involving enormous cost and inconvenience. A Bill would therefore be introduced, repealing the 95th clause of the Common Law Procedure Act, 1854, to enable the superior Courts to appoint a sitting during the long vacation from the 10th of August to the 24th of October.

July 4.—The *Parliamentary and Municipal Elections (Ballot) Bill*.—On the order for committee, a lengthy debate took place on the principle of the bill, which diverged into a debate on the general conduct of the business of the House, and the debate was ultimately adjourned.

July 5.—*Registration of Partnerships Bill*.—Mr. Norwood moved the second reading of this bill, the object of which was to secure the registration, for general reference, of the names of all members of a trading concern, which do not appear in the title under which the firm carries on business. The bill was designed to remove inconveniences that were constantly occurring in the transaction of business, to purify the commercial atmosphere, and to put an end to fraudulent and vexatious proceedings which prevailed under the present system, peculiar to this country, of allowing persons to carry on business under names which were not those of the members of the firm. It was a common circumstance for a firm established long ago to be carried on under its original title by persons of different names, and no doubt it was an honourable thing to succeed to the *prestige* of a well-known and long-established house; but the absence of any registration of the names of partners opened the door to fraud, and involved commercial men in great inconveniences. To illustrate this, he stated the difficulties of commencing and carrying on legal proceedings against a firm, the names of the members of which were not known, and which were required before a writ or a summons could be issued; and he mentioned that there had been cases in which judgment had been obtained and execution issued against a man, before it was discovered that the property to be seized was not that of the individual, but that of himself and of his partners whose existence had been concealed. In this country registration was compulsory upon bankers, shipowners, brewers, and solicitors, and he never heard of any inconvenience resulting from it, while the registration of partnerships was obligatory in France, Germany, and other continental nations. The principle of the bill had the support of the Chambers of Commerce of this country; it had been discussed and affirmed at the Social Science Congresses; it had been supported by members of the present Government; and this session there were several petitions in favour of it, and not one against it.—The Attorney-General said that if the mercantile classes required registration of partnerships, on the part of the Government there could be no objection; but, at the same time, it appeared to him that there might be a question about the advantages to be derived from the adoption of the principle. Its application might be quite right and proper in the case of joint stock companies, which were vested with exceptional powers, and in that of shipowners, with reference to whom the law stood on a peculiar footing; but he must question whether it was desirable and popular to insist on the registration of all partnerships, no matter how small, or for how limited a period. To take an extreme case, one coster-

monger might enter into partnership with another whose name was not on the cart with reference to a load of greens from Covent-garden Market, and in its present form the bill would impose a penalty of £20 on them for not registering the partnership and another for not registering its dissolution. He believed the chambers of commerce usually consisted of the higher class of traders, to whom registration would be a very small matter; but, even in their case, he could not help thinking that registration would not enable them safely to dispense with those inquiries which they ought to make for themselves. Registration itself would open the door to new frauds. In order to obtain temporary credit a man might register the names of those who were not his partners, who would then have to prove the negative, and when that was done he might have attained his object and disappeared. Having formerly opposed the principle, he did not now see sufficient grounds for changing his opinion with reference to the feasibility of carrying it out; but, if the commercial classes desired to try the experiment, let them.—After some debate the bill was read a second time, on the understanding that it will not be proceeded with this session; Mr. Norwood intending next session to move for a Select Committee.

The *Parliamentary and Municipal Elections (Ballot) Bill.*—Adjourned debate on order for committee.—The debate adjourned was now resumed, and an adverse motion by Mr. Newdegate was negatived by 154 to 63. The House then commenced considering the clauses.—Clause 1 (Title) was agreed to.—Clause 2 (Nominations).—Mr. Floyer moved an amendment, retaining the present open nomination days, except in cases where a riot is apprehended; but after some debate, he, on the suggestion of Mr. Hunt, altered his amendment so as to retain the present system unreservedly. In this form it was negatived by 296 to 113. The consideration of the bill was then adjourned.

CURRENT LEGISLATION.

The following Act has just received the Royal assent:—

AN ACT TO REMOVE DOUBTS AS TO THE POWER OF TRUSTEES TO INVEST TRUST FUNDS IN DEBENTURE STOCKS.

Whereas, by divers Acts of Parliament, and more particularly by the Companies Act, 1863, and the Acts amending the same, companies authorised to issue debenture stock are empowered to raise, by means of such stock, all moneys which they may for the time being be authorised to raise on mortgage or bond.

And whereas, doubts are entertained whether it is lawful for trustees who may be authorised to invest trust funds in the mortgages or bonds of companies to invest such funds in debenture stock,

Be it enacted, &c.:—

1. Where a power has before the passing of this Act has been or shall at any time hereafter be given to trustees to invest trust funds in the mortgages or bonds of a railway company, or of any other description of company, such power shall, unless the contrary is expressed in the instrument creating the power, be deemed to include a power to invest such funds in the debenture stock of a railway company or such other company as aforesaid, and the investment of trust funds in debenture stock may be made accordingly.

2. The expression "trustees" shall include executors and administrators and any other persons holding funds in a fiduciary capacity.

3. This Act may be cited for all purposes as the Debenture Stock Act, 1871.

Mr. T. B. Addison, chairman of the Preston Quarter Sessions, completed his 50th year of office last week. Mr. Addison is 84 years of age, and was called to the bar in 1808. In 1819, he was appointed recorder of Preston, which office he has thus held for more than 52 years.

LEGAL REFORM IN THE BRAZILS.—The Emperor of Brazil in his recent address to the General Assembly, acknowledges that there is need for reform in the judicial legislation of Brazil—to provide an upright administration of justice and for the protection of individual rights from excess and abuses; for limiting the authority of the police, and confining arrests to cases of unavoidable necessity; facilitating bail and appeal, especially supplying the guarantee of *habeas corpus*.

OBITUARY.

MR. SERJEANT WOOLRYCH.

The death of Mr. Humphry William Woolrych, Serjeant-at-Law, of Croxley, Herts, took place on the 3rd of July, in the 77th year of his age. The deceased serjeant was the only son of the late Humphry Cornewall Woolrych, Esq., of Croxley, by Elizabeth, daughter of William Bentley, Esq., of London, and was born in 1795. Mr. Woolrych was called to the bar at the Middle Temple on the 6th of July, 1821, and was originally a member of the Western Circuit, but subsequently migrated to the Home. He was raised to the dignity of the coif in 1855. He married, in 1817, Penelope, daughter of Francis Bradford, Esq., of Westwood, Herts. By this lady he had several children, his eldest son being the Rev. Humphry Fitzroy Woolrych, curate of Hucking, in Kent, who was born in 1823, and graduated M.A., at London University in 1856. and married, in 1862, Mary Katherine, daughter of Mr. Joseph Heapey Watson, solicitor, of Oldbury, Staffordshire. The late Serjeant Woolrych was the author of numerous legal works. In 1841 he published the "Law of Misdemeanour," and in 1854 he issued the "Law of Party Walls and Fences," including the New Metropolitan Building Act, with notes." In 1847 appeared his "Treatise on the Law of Ways, including Highways, Turnpike Roads and Tolls, private Rights of Way, Bridges and Ferries; with the Law of the Prescription Act (2 & 3 Will. 4, c. 71), and of Railways as far as they relate to Highways and Turnpike Roads." His "Treatise on the Law of Sewers, including the Drainage Acts," passed through several editions, and was followed, in 1848, by a companion work on the Public Health Act and Nuisances Removal Act, with Notes and Indices. He also wrote Treatises on the Law of Waters, the Law of Window Lights, the Game Laws, the Law of the Rights of Common, and the Criminal Law, &c. His most recent production is the "Lives of Eminent Serjeants-at-Law," first published in 1869, to which he devoted his sole attention in later years. The dignity of Serjeant-at-Law, which was an honourable distinction centuries before the higher rank of Queen's Counsel rose to supplant it, is now fast becoming a thing of the past, and with Serjeant Woolrych has passed away one of the last ardent supporters who clung fondly to this institution, and argued with almost passionate earnestness against its being allowed to fall gradually into desuetude.

MR. EDWARD LAWRANCE.

Mr. Edward Lawrance, the senior partner of the firm of Lawrance, Plews & Co., died on Saturday last, after an illness of several months duration. The loss of Mr. Lawrance will be sincerely felt throughout the profession, of which he has for a long time been an eminent and leading member, for, apart from his reputation as a lawyer, he was an advocate of rare merit, having occupied the first position in that character in the Court of Bankruptcy, where he had a very extensive practice for upwards of forty years. His success in the profession was entirely due to his own industry, his high sense of honour, and his naturally kind and cheerful manner of meeting and removing difficulties. Mr. Lawrance was held in the greatest regard and esteem by his clients and professional friends; and the younger members of the profession especially have to lament, in his death, the loss of a friend who was accessible to them at all seasons, and ready to give a kindly word of advice at a period of life when the assistance of an older and more experienced head is much needed and valued. Mr. Lawrance was a member of the council of the Incorporated Law Society for many years, and held the office of president only last year. He was admitted in the year 1825, and died at the age of sixty-eight, in the full vigour of his intellect.

MR. D. J. LEE.

Mr. Daniel James Lee, solicitor, of Bedford-row, died at his residence, Craven-hill, Hyde-park, on the 1st of July, in the 71st year of his age. Mr. Lee was admitted in 1830, and was formerly in partnership with Mr. John Coverdale, in whose lifetime the firm was known by the style of "Coverdale, Lee, & Purvis." Since Mr. Coverdale's death, Mr. Lee has been the senior partner in the firm, which has been known as "Lee, Collyer-Bristow, Withers,

& Russell." Mr. Lee was a member of the Incorporated Law Society, and of the Law Association for the Benefit of Widows and Families of Professional Men in the Metropolis and its Vicinity.

MR. R. SLEE.

Mr. Robert Slee, solicitor, of Parish-street, Southwark, and Clerk to the St. Olave's Board of Works, died on the 2nd July, at the age of sixty-one years. Mr. Slee was admitted in 1831, and has been continuously in practice in the borough of Southwark. Two years before the passing of the Metropolis Local Management Act, he was appointed Clerk to the Commissioners of Pavements. Upon the above Act coming into force, he was selected as Clerk to the St. Olave's Board of Works, which was then constituted. During the present year, he was elected Rentor Warden of the Queen Elizabeth Grammar School. He was for many years in partnership with the late Mr. G. M. Robinson, in conjunction with whom he promoted the formation of the East London Railway Company. He acted as under-sheriff during the shrievalty of Mr. Halton. Mr. Slee was greatly respected in the borough of Southwark. He was a member of the Incorporated Law Society, and of the Solicitors' Benevolent Association.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, London, on Wednesday last, July 5, Mr. Park Nelson in the chair. The other directors present were Messrs. Burton, Field, Hedger, Rickman, Smith, and Torr (Mr. Eiffe, secretary). A sum of £30 was granted in relief of the families of two deceased non-members. Twelve new life and twenty-eight new annual members were admitted to the association, and other general business transacted.

BIRMINGHAM LAW STUDENTS' DEBATING SOCIETY.

A meeting of the members was held at the society's rooms on Tuesday evening last, Mr. J. Loxdale Warren (Oxford Circuit) in the chair. The discussion was upon the following question:—"Is it desirable that the legal profession should be thrown open to women?" It was decided in the negative.

LAW STUDENTS' JOURNAL.

NAMES OF GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

Trinity Term, 1871.

Aird, Henry
Archer, Charles John
Atkinson, Charles Law
Auty, William Carr
Balls, Charles Arthur, LL.B.
Bamford, William Rowland
Barker, Edward
Barnes, Charles Edmund
Bartlett, Alfred D. Jur. B.A.
Bates, George Herbert
Battiscombe, Jas. Valentine
Beattie, Alexander Colpoys
Bell, William Henry
Bennett, Garrod
Bennett, Rowland N. Jur.
Benson, James Bourne, B.A. L.L.B.
Best, Almond Trevosso
Beyfus, Philip
Binns, John William
Bladon, George
Boutflower, Edward
Brewer, John
Brittle, Samuel
Brown, Edwin
Brown, Francis Whyborough
Brown, John Hewetson
Bryden, Arthur
Browne, Frank Harry Amyot
Burbidge, Alfred Charles
Burton, Frank
Caldicott, Henry
Candy, Francis Henry
Canning, William Allitt, B.A.
Capron, Claude Lyttleton
Carpenter, William, Jur.
Champney, Thomas Barton
Chatterton, Horace Whitehead
Clark, Alfred Ashley
Clark, Edward Thomas
Cook, Robert
Cooke, George Mayor
Cory, Henry
Cripps, Henry Lawrence, B.A.
Cross, Thomas Mustors
Cumberland, Charles Henry
Curry, George
Davies, Edward Gratrix
Davis, Henry Frank Alexander
Deane, John Arthur
Dearden, Charles Frederick
Debenham, Alfred Herbert
Dendy, Frederick Walter
Dismore, Thomas George
Dunning, Richard
Edgelow, Frederick
Edwards, Arthur Dryden
Edwards, John Hawley, Jur.
Eldridge, John Robert Westerdale
Esam, William Burnett
Evans, William Davies
Fearenside, Edmund Fawcett
Finch, Arthur John, B.A. L.L.B.
Fitch, Thomas William
Forbes, Henry Bracey
Fox, John Benn
Galloway, Anthony Tyrer
Gatey, George
Geare, Walter Frederick
Geare, William Frederick
Geddes, Charles Turner
Gill, Alfred
Goude, Philip
Gouden, James
Gowing, Joseph Etches
Greene, William
Gribble, Henry Edwd, B.A.
Hallewell, Reginald Ashley
Hamilton, Charles Clowes
Hargreaves, William
Harrison, George Devereux
Harrison, Joe
Hastings, Stephen Joseph Edward
Hepworth, John Tur
Hill, Thomas Coke
Hollams, John, Jur.
Houlder, Charles Spencer
Hughes, Joseph Maurice
Hughes, Thomas
Hunter, John Henry
Inman, Edwin Henry
Jackson, Arthur Reed
Jarvis, Walter
Jenkinson, Tom Charles
Joel, Jonathan Edmondson
Johnson, Henry Heming
Johnson, John Foster
Jones, Griffith
Jones, Joseph Parry
Jordeson, George Stephenson
Kay, John Thomas
Kelley, Robert Andrew
Kenrick, Samuel Llewellyn
Knight, Henry Cuming
Lambert, Osmund
Lamonby, Tom
Lawson, Robert
Leach, Henry John, M.A.
Levett, Thomas
Linton, John Revison
Longbottom, John William
Lucas, Edgar, B.A.
Lumb, James Dillon
Lupton Frederick
Lyne, Charles Robert
Maddock, William Hodson
Maitland, Edward
Malim, Aubrey Henry
Maule, Montagu St John B.A.
Mecey, Edward
Murray, George Hargreaves
Neave, William Furse
Neill, Alexander
Neville, John Wright
Newbold, Fras Thomas
Oldershaw, Herbert A.
Osborne, Francis
Paddock, George Frank
Page, Ernest
Pain, Wyndham Charles
Pashley, Robert
Pearson, John Robert D.
Pilcher, William
Pinson, Joseph Dear
Place, William Gordon, B.A.
Pointon, Alfred
Preston, Charles Ernest R
Price, Ambrose Phillips
Price, Arthur Rolls
Pridham, Clement John C.
Proctor, Ralph Whittaker B.A.
Pyke, William
Quiggin, John Milcrest
Ramskill, Arthur Sydney
Rawes, William Grant
Reynolds, Herbert Charles
Ridgway, Thomas Joseph
Robertson, Arthur George
Rollit. Arthur
Russell, Herbert
Salwey, Theophilus John
Scholes, Charles Robert
Selby, Millin Russell
Shaw, John Edward
Sibly, Thomas Dix
Skingley, Walter
Smith, George Lewis
Smith, Hervey
Spencer, Howard Thomas
Stephenson, Thomas
Stone, George
Storry, William Aikman
Sutherland, Charles Greenway
Tabor, Arthur
Tatham, Joseph Percival
Thomas, Charles Goodhart Maxtone
Thomas, William Henry
Thompson, Henry James
Thorp, Thomas
Todd, John
Toller, Richard Bremridge
Tombs, Samuel John
Trinder, Arnold
Trotter, Henry Hutchinson
Walker, Charles
Wansbrough, Gilbert D.
Wasbrough, Charles Whitchurch
Waters, John Tolver
Watts, John
Weddall, Joseph Dobson
Welch, William Kemp
Welchman, William
Wellburn, Henry Oswald
West, Charles Robert R.
White, Edwin Lawrence
White, Joseph Oakey
Williams, Alfred Herbert
Williams, David Theodore B.A.
Williams. Monier Faithful
Wills, George John B.
Winstanley, William James
Wood, Alfred Rogers
Woodcock, F. K. Arthur
Yonng, James Henry

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Trinity Term, 1871.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the

Examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction :—

George Gatey, who served his clerkship to Messrs. Sharp & Son, of Lancaster ; and Messrs. Bower & Cotton, of London.

Charles John Archer, who served his clerkship to Mr. Timothy Crosby, of Stockton-on-Tees ; and Mr. T. W. Payne, of London.

William Burnett Esam, who served his clerkship to Mr. H. E. Watson of Sheffield.

Edward Thomas Clark, who served his clerkship to Mr. Edward Elsdale Clark, of Snaith : and Messrs. Stuart & Massey, of London.

Edward Greatrex Davies, who served his clerkship to Messrs. Walford & Gabb, of Abergavenny; and Mr. J. T. Marshall, of London.

Griffith Jones, who served his clerkship to Mr. William Henry Thomas, of Aberystwith ; and Messrs, Paterson, Snow & Burney, of London.

William James Winstanley, who served his clerkship to Messrs. Morecroft, of Liverpool ; and Mr. John Urquhart, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books :—

To Mr. Gatey the prize of the Honourable Society of Clifford's-inn.

To Mr. Archer, Mr. Esam, Mr. Clark, Mr. Davies, Mr. Jones, and Mr. Winstanley, prizes of the Incorporated Law Society.

The Examiners have also certified that the following candidates, under the age of 26, passed examinations which entitle them to commendation :—

Edward Boutflower, who served his clerkship to Messrs. Gill, Radford & Gill, of Manchester ; and Messrs. Bower & Cotton, of London.

John Hewetson Brown, who served his clerkship to Messrs. Saul, of Carlisle.

Joe Harrison, who served his clerkship to Mr. Simon Rutland, of Peterborough ; and Messrs. Drew & Wilkinson, of London.

John Hollams, Jun., B.A., who served his clerkship to Messrs. Thomas & Hollams, of London.

Richard Bremridge Toller, who served his clerkship to Messrs. Toller & Son, of Barnstaple ; and Mr. P. A. Nairne, of London.

The Council have accordingly awarded them Certificates of Merit.

The Examiners further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them to certificates of merit if they had not been above the age of twenty-six :—

Edward Maitland.
Joseph Dear Pinson.
Alfred Pointon.

The number of candidates examined in this Term, was 199 ; of these, 193 passed, and 6 were postponed.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Supreme Court of Pennsylvania.

Slander—Stealing corn.

The New York *Daily Transcript* reports a case of *Spitzell* v. *Reynolds* and *Wife*, before the Supreme Court of Pennsylvania. The action was for slander, and the words charged to have been spoken by the defendant, as laid in the second count of the declaration were, that "Mrs. Reynolds had stolen corn out of Gribble's field ; and as laid in the third count, "that he was confident that Pat. Reynolds' wife stole Gribble's corn." The Court below was requested to instruct the jury that if they believed, from the evidence, that the defendant spoke the alleged words, and that the persons to whom he spoke them understood him to refer to standing corn, the plaintiffs cannot recover : and that if the conversation, in the course of which the alleged words were spoken, showed that the defendant had referred to standing corn, the plaintiffs cannot recover. The Court refused to charge as requested, and instructed the jury that the words laid in both counts are actionable. The case now came, in error, before the Supreme Court, who held that the instruction to the jury was erroneous, Williams, J. saying : By the rules of the common law larceny could not be committed of things that adhere to the freehold, as corn, grass, trees, plants, and the like, for they are parcel of the realty ; and the severance and carrying of them away, if by one and the same continued act, is a mere trespass. And hence it was held, that calling one a thief for stealing a tree, or other thing adhering to the freehold, is not actionable, because secretly severing and carrying away such things for the sake of gain is not a felony, but a mere trespass. But now, by act of congress, the wilful taking and carrying away of fruit, vegetables, plants, etc., whether attached to the soil or not, is declared to be a misdemeanor, and made punishable as such by fine and imprisonment. If under the provisions of this act taking and carrying away standing corn is no longer a mere trespass, but a misdemeanor, punishable by indictment and imprisonment, it does not follow that words charging the larceny of standing corn are actionable. For, in order to render words spoken of a private person actionable, they must impute not only an indictable offence, but one of an infamous character, or subject to an infamous or disgraceful punishment. If then the defendant, in speaking the words laid in the declaration, intended to charge the plaintiff with the larceny of standing corn, or "roasting ears," growing on the stalk attached to the soil, and was so understood by the persons in whose presence they were spoken, he was imputing to her an indictable offence, but he was not imputing an offence of an infamous character, or one subject to an infamous or disgraceful punishment ; and, therefore, by the well-settled law, the words are not actionable. But if the defendant intended to charge her with stealing corn severed from the ground or stalks on which it grew, though it may not have been husked or garnered, the words are actionable because they impute a felony, the punishment of which the law regards as infamous. As there was evidence tending to show that the words spoken by the defendant referred to standing corn, "or roasting ears," as understood by the witnesses, the Court ought to have affirmed the defendant's points, and left it to the jury to determine whether the words as proved by the witnesses amounted to a charge of theft or a mere misdemeanor, with the instruction that if the defendant in speaking the words intended to charge the plaintiff with stealing corn not attached to the soil the words were actionable ; but if he meant to charge her with the larceny of standing corn, or "roasting ears," then the words, as they amounted only to a charge of misdemeanor, were not actionable. It is, perhaps, to be regretted that the law should make any such distinction to the actionable character of the words. There is but little difference in the terpitude of the offence charged, in whichever sense the words may have been spoken, and there is, perhaps, as little foundation in common sense for the distinction which the law makes. But the rule cannot be gainsayed. In the one case the act is theft, in the other a trespass, or, at the most, a mere misdemeanor, and it is settled by an unbroken current of decisions, running through the whole history of the common law, that words spoken of private persons are not actionable unless they impute an indictable offence of an infamous character, or subject to an infamous of disgraceful punishment. If a count charging a mere trespass is vicious, and will not support a judgment in slander, the proof of words, which amount only to the charge of a trespass, or misdemeanor under the statute, will not sustain the charge in either of the counts in this case or the judgment thereon. As it respects the plaintiff's rights to recover, it makes no difference whether the defect appears in the pleadings or evidence, if either shows that only a trespass or maintainance is charged, the plaintiff is not entitled to maintain the action. The judgment must be reversed, and the cause sent back for another trial. Whether the plaintiffs are entitled to recover depends upon the sense in which the words were spoken, and this is a question which the jury alone have the power to determine.

The Board of Trinity College, Dublin, has elected Mr. A. G. Richey, Q.C., to be deputy professor of feudal and English law.

The clerkship to the St. Olave's Board of Works, in the borough of Southwark, has become vacant by the death of Mr. Robert Slee.

COURT PAPERS.

COURT OF CHANCERY.

ORDER OF COURT.—ACCOUNTANT-GENERAL'S OFFICE.

Whereas it is proper that the accounts kept by the Accountant-General of this Court should be examined and compared, in order to settle the same; and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid: I do order that the books of the said Accountant-General be closed from and after Monday, the 21st day of August next, to Saturday, the 28th day of October next (inclusive), except upon the days and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books at the bank; and that during that time no draft for any money, except as hereinafter provided, or certificate for any effects under the care and direction of this Court, be signed or delivered out by the Accountant-General, or any stocks or annuities accepted or transferred by him, relating to the suitors of this Court; and that no purchase, sale, or transfer be made by the Accountant-General, unless the order and request or Registrar's certificate be left at his office on or before Monday, the 7th day of August next, and that no order for payment of any money out of Court, which may be then in Court, be received in the Accountant-General's office after Wednesday, the 9th day of August next: provided, nevertheless, that the office of the said Accountant-General shall be open on Saturday, the 7th, Monday, the 9th, and Tuesday, the 10th days of October next, for the delivery out of any regular interest drafts which may have become payable, in respect of the October dividends, and of any other regular interest drafts which have become payable, prior to or during the closing of the office as aforesaid. And to the end, that the suitors may have notice hereof, and apply to the court as there shall be occasion to have money paid to them out of the bank, or stocks or annuities transferred to them, before the 21st day of August next.—I do order that this order be entered and set up in the several offices of the Court. HATHERLEY, C.

June, 1871.

CROWN OFFICE FEES.

Whereas by "The Courts of Justice (Salaries and Funds) Act, 1869," the Treasury, with the concurrence of the Lord Chancellor, may, from time to time, make such rules as seem fit for regulating the use of Stamps under that Act, and particularly for prescribing the application thereof to documents from time to time in use or required to be used for the purpose of such stamps:

Now we, being two of the Lords Commissioners of Her Majesty's Treasury, with the concurrence of the Lord Chancellor, hereby order and direct that the following rules as to stamps, by means of which fees are taken in the Office of the Clerk of the Crown in Chancery, shall have effect on and after the 1st July, 1871:—

(1.) The stamps denoting the amount of the fees payable are to be impressed upon certificates of the Clerk of the Crown.

(2.) The Clerk of the Crown shall, on or before the 15th day of April in each year, make out an account of all fees taken by means of stamps, specifying the fees taken under each head, and the aggregate amount thereof, and shall render such account to the Lords Commissioners of Her Majesty's Treasury; and the first of such accounts shall be for the period ending 31st March, 1872, and the second and subsequent accounts for each year thereafter ending 31st March.

Whitehall, Treasury Chambers, dated this 26th day of June, 1871.

W. P. ADAM.
W. H. GLADSTONE.

Approved—HATHERLEY, C.

PATENT LAW REFORM.

The following resolutions have been forwarded to us for publication, passed at a meeting of London Patent Agents, held on the 4th inst., to consider the proposed changes in the patent laws, Mr. George Haseltine, in the chair:—

First—That the chief defects of the patent laws have arisen from a want of appreciation of the *natural* rights of inventors to the sole use of their inventions, an unreserved recognition of which rights must pervade every equitable patent system, and the true aim of patent legislation is to harmonise these individual rights with the material interests of the state.

Second—That the grant of patents to mere "*first importers*" is an injustice to inventors, an injury to society as it induces the "pirating" of inventions, and the reasons for these grants no longer existing, legislation should confine the issue of patents to actual inventors and their representatives.

Third—That, in view of the benefits inventors confer on the public, and the expenses incident to the completion and introduction of new inventions, a patent for fourteen years is an inadequate compensation, and we deem it expedient to grant patents for a term of twenty years without the privilege of extension.

Fourth.—That the patent laws impose *penalties* upon inventors in the form of excessive fees, which justice and public policy demand should be reduced to the amount requisite to defray the expenses of an efficient administration of a simple patent system, and fees of ten pounds for the entire term—now one hundred and seventy-five pounds—would yield more than sufficient for the purpose.

Fifth.—That the defects of the present practice should be remedied by the adoption of equitable "regulations," and the introduction of the system of granting patents, at the risk of the applicants, without any official supervision of the specification or preliminary investigation of the merits of the invention.

Sixth—That the rights of patentees should be determined by a competent tribunal, excluding all technical objections to the validity of the patent, and we deem it expedient to dispense with jurors and "scientific experts" in patent suits.

Seventh—That these resolutions, signed by the chairman, be forwarded to the Parliamentary "Select Committee on Letters Patent," and such other publicity be given them as he may deem conducive to the success of a liberal measure of patent legislation.

Among the recent recipients of the honours of the Bath, we observe that Mr. Charles John Herries, deputy chairman of the Board of Inland Revenue, and Mr. Henry Reeve, registrar of the Privy Council, have been appointed companions of the Civil Division of that order. Mr. Herries, C.B., was called to the bar at the Inner Temple in November, 1840, and was appointed a member of the Board of Inland Revenue in 1844. Mr. Henry Reeve, C.B., was called to the bar at the Inner Temple in 1839, and has for many years been employed in the Privy Council Office. He is also well-known as editor of the *Edinburgh Review*.

BARRISTERS AND ATTORNEYS IN WALES.—An application of some public interest was made to the Montgomeryshire magistrates at the quarter sessions last week. A number of barristers appeared in court to ask for the exclusive privilege of practising there. The custom of allowing solicitors to appear at Quarter Sessions is an anomaly almost, if not quite, unknown in England; but that, of course, is no reason why it should be discontinued. The consideration of the question was adjourned, and we shall perhaps hear what the solicitors have to say about the matter. There are, we need not say, two sides to the question. On the one hand, although the solicitors might not lose much by the change, as they would have new fees for preparing briefs, the public, we presume, would suffer in pocket; but, on the other hand, if barristers are of any use, as distinct from attorneys, there seems to be no ground for placing quarter sessions on a different footing from assizes, for most of the cases heard at the former are equal in importance to those which come before the latter. The suggestion that that barristers and solicitors should be admitted on equal terms is simply futile, because under such circumstances, counsel would not find it worth their while to attend. The question is one of those that require careful consideration before a verdict is pronounced.—*Oswestry Advertiser*.

THE AMERICAN "LEGAL TENDER" DECISION.—The *Albany Law Journal*, one of the best, if not the best, of American legal journals, comments as follows on the recent reversal of the former decision in the "Legal Tender" case. "The Supreme Court of the United States has just rendered a decision in a 'Legal Tender Case,' which practically reverses

its own decision made about a year ago in the Hepburn case. The effect of this decision upon the material interests of the country will be but slight, as there are few existing obligations created before the passage of the act, except the bonds of some large corporations. Nor will the action of the court be a matter of surprise to any one. Since the decision of the Hepburn case, two additional judges have taken their places on the bench, and who, it was said at the time, were selected partly with reference to their opinions on the Legal Tender Act. However that may be, these judges were, prior to their elevation to the Supreme Bench, heavy stockholders in railways, largely interested in sustaining the validity of the act, and one, if not both, of them was a paid counsel for such railways. While we believe that these judges have voted to sustain the act conscientiously, yet we cannot escape the conviction that their previous connections have strongly aided in shaping their course in this case. We certainly regard the decision as a subject of regret, mainly from the fact that it presents the extraordinary spectacle of the highest tribunal in the country reversing its own solemn decision almost within a year from its delivery."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 7, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 93¾	Annuities, April, '85
Ditto for Account, Aug. 93¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 93	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 236
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 108
Ditto 5 per Cent., July, '80 109¾	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 101½	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 93½	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	95½
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	40¾
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	128
Stock	Do., A Stock*	100	143
Stock	Great Southern and Western of Ireland	100	104½
Stock	Great Western—Original	100	93¾
Stock	Lancashire and Yorkshire	100	146½
Stock	London, Brighton, and South Coast	100	53¾
Stock	London, Chatham, and Dover	100	17½
Stock	London and North-Western	100	136
Stock	London and South-Western	100	98½
Stock	Manchester, Sheffield, and Lincoln	100	53½
Stock	Metropolitan	100	77
Stock	Midland	100	133
Stock	Do., Birmingham and Derby	100	101½
Stock	North British	100	45
Stock	North London	100	121
Stock	North Staffordshire	100	64½
Stock	South Devon	100	6⅝
Stock	South-Eastern	100	87½
Stock	Taff Vale	100	168

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds are moving upward, and the Railway and foreign markets are buoyant. It is anticipated that the Bank rate of discount must shortly fall to 2 per cent., but no reduction has been made this week. The scrip of the new French loan is at this moment actively dealt in at 4 to 5 premium; it appears uncertain when the notices of allotment will be issued.

The prospectus is just issued of the Lisbon Steam Tramways Company (Limited); capital £20,000 in £10 shares. The Company has arranged the acquisition of a 90 years concession granted by the King of Portugal, for a steam tramway from Lisbon to Torres Vedras and other places, and also a line to the celebrated Cintra.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 27.—By Messrs. CHINNOCK, GALSWORTHY & CHINNOCK.

Egham.—A freehold estate, known as Heath-lodge, embracing an area of 18a. 3r. 30p. Sold £6,450.

Sutton.—The Crown Beerhouse, ffeehold, let at £22 per annum. Sold £500.

Freehold garden ground, let at £5. Sold £150.

Three plots of ditto. Sold £150.

Freehold ground rent £10 10s. per annum, secured on eleven cottages. Sold £270.

A plot of freehold meadow land, containing 3a. 1r. Sold for £1,250.

A ditto of 1a. 3r. 30p. Sold £770.

A ditto of 1a. Sold £375.

A ditto of 1a. 3r. Sold £385.

By Messrs. DEBENHAM, TEWSON & FARMER.

Croydon.—The Red Deer public-house, ten dwelling houses, stabling, and a plot of land, freehold. Sold £2,550.

Anchor-place.—A freehold cottage, let at 3s. per week. Sold £110.

St. Alban's.—St. Peter-street, house, with stable &c., and garden, freehold, let at £40 per annum. Sold £500.

By Messrs. D. SMITH, SON, & OAKLEY

Northamptonshire.—The freehold residential estate, known as Preston Deanery, comprising mansion, farmhouses, and homestead, and 976 acres, with manor and advowson of the vicarage of Preston Deanery. Sold £57,000.

A freehold farm, with cottages; near the above, containing 17a. 1r. 17p. Sold £1,000.

Bucks.—Near the Marlow station, the Little Marlow estate, containing 1068a. 0r. 12p., divided into farms, freehold. Sold £33,500.

The impropriate tithe rent-charge of £28 5s. 8½d., arising from land in the parish of Little Marlow. Sold £450.

Hants, near Stockbridge.—Freehold estate, North Houghton Manor, containing 513a. 2r. 32p. Sold £18,700.

By Messrs. DRIVER.

Surrey, near Dorking, the Mickleham-hall estate, of 266 acres, in lots, all freehold.—The mansion, park, &c., and 47a. 2r. 22p. Sold for £20,000.

Two cottages and a plot of land. Sold £300.

A plot of land, with cottage, containing 4a. 2r. 8p. Sold £760.

Swanworth farm, containing 13a. 3r. 4p. Sold £2,700,

The Manor of Mickleham, with the lord's rights over Mickleham Downs, containing 53 acres. Sold £12.000.

A plot of land, containing 6a. 0r. 2p. Sold £950.

A ditto of 32p. Sold £30.

A ditto of 1a. 2r. 1p. Sold for £200.

Mickleham cottage, 1a. 3r. 7. Sold 1,800.

Six cottages, let at £65 per annum. Sold £900.

Four cottages, with gardens, let at £29 8s. Sold £400.

Four cottages, with gardens, let at £25 4s. Sold £380.

Two cottages, wfth grrdens, let at £20. Sold for £400.

A plot of land, containing 1r. 33p. Sold £130.

A slip of land, containing 1r. 24p. Sold £110.

Leyton, near the station, a plot of land containing 2a. 2r. 14p. freehold. Sold £1,000.

June 29.—By Messrs. GADSDEN, ELLIS, & Co.

Essex, near Waltham Abbey.—In Chancery: Freehold meadow land, containing 10a. 3r. 34p., let at £32 per annum. Sold £910.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DRUCE—On July 4, at Norfolk Villa, Twickenham-park, the wife of S. B. L. Druce, Esq., barrister-at-law, of a son.

FERGUSSON—On July 2, at 21, Brunswick-gardens, Kensington, the wife of F. J. Fergusson, Esq., of Calcutta, barrister-at-law, of a son.

FLOOD—On Sunday, July 2, at 2, St. Stephen's-road, Westbourne-park, W., the wife of John C. H. Flood, Esq., barrister-at-law, of a son.

GARDEN—On July 1, at 3, West Craibstone-street, Aberdeen, the wife of F. Taylor Garden, advocate, of a son.

GOODGER—On July 5, at Barton-under-Needwood, Staffordshire, the wife of Henry Goodger, solicitor, of a son.

PAYNE—On July 3, at Welshmill House, Frome, the wife of Robert Payne, Esq., solicitor, of a son.

MARRIAGES.

BAGNALL-WILD—PFEIL—On July 4, at Stoke-next-Guildford, Ralph Bagnall Bagnall-Wild, Esq., M.A., of the Inner Temple, barrister-at-law, to Alice, youngest daughter of the late Richard Adolph Pfeil, Esq., of Box-grove, Guildford.

MANSFIELD—CUMMING—On July 4, at the Church of the Holy Trinity, Kensington, Horatio Mansfield, Esq., barrister-at-law, to Emma Georgiana Christina Cumming, widow of Lieut.-Col. H. W. Cumming.

PEARCE—HARWOOD—On June 28, at Christ Church, Kensington, James Horne Pearce, of Giltspur-street, London, solicitor, to Mary Elizabeth, only daughter of the late Charles Harwood, Esq., of Kensington.

DEATHS.

LAWRANCE—On July 1, at 1, Sussex-place, Regent's-park, Edward Lawrance, of 14, Old Jewry-chambers, aged 68.

VANCE—On July 1, at 37, Westbourne-terrace, John Epworth Vance, Esq., of the Middle Temple.

WOOLRYCH—On July 2, Humphry William Woolrych, serjeant-at-law, of Croxley, Herts, and of Petersham-terrace, Queen's-gate, in the 77th year of his age.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, June 30, 1871.

Haynes, Saml Wm, Geo Moore, Hy Shekell Haynes, & Fras Robertson Moore, Warwick, Attorneys and Solicitors. June 5.

Winding-up of Joint Stock Companies.

TUESDAY, July 4, 1871.

UNLIMITED IN CHANCERY.

Brittania Permanent Benefit Building Society.—Vice Chancellor Malins has, by an order dated June 24, appointed Wm Izard, 46, Eastcheap, to be official liquidator. Creditors are required, on or before July 25, to send their names and addresses, and the particularsof their debts or claims to the above. Monday, July 31 at 12, is appointed for hearing and adjudicating upon the debts and claims.

North Wales Benefit Building Society.—Petition for winding up, presented June 27, directed to be heard before Vice Chancellor Wickens on July 14. Poole, Bartholomew-close; agent for Hughes, Corwen, solicitor for the petitioners.

LIMITED IN CHANCERY.

London and Devon Biscuit Company (Limited).—Vice Chancellor Malins has, by an order dated June 23, ordered that the above company be wound up by this court; and that Thos Lambe Willshire & Wm Gould, Barnstaple, be appointed official liquidators. Clarke & Co, Lincoln's-inn-fields; agents for Fussell & Co, Bristol, solicitors for the petitioner.

Tavarone Mining Company (Limited).—Vice Chancellor Wickens has, by an order dated June 26, appointed Fredk Bertram Smart, 86, Cheapside, to be official liquidator. Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims to the above. Thursday, Aug 3 at 12, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.

TUESDAY, July 4, 1871.

Liverpool Shipbuilding Company (Limited).—The Vice Chancellor has by an order dated June 29, ordered that the voluntary winding up of the above company be continued. Gill, Lpool, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, June 30, 1871.

Independent Friendly Society, Three Cups Inn, Longton, Stafford. June 29.

Penzance Philanthropic Friendly Society, Commercial Hotel, Penzance, Cornwall. June 29.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY June, 30, 1871.

Bell, Thos, Horsegills, Cumberland, Yeoman. July 27. Armstrong v Bell, M.R. Carrick & Co, Brampton

Black, Edwd. Boston, Lincoln, Farmer. July 17. Black v Black, V.C. Wickens. Scotts & Jarmain, Lincoln's-inn-fields

Burgess, Wm, Camborne, Cornwall, Gent. July 26. Burgess v Burgess, M.R. Roscoria, Penzance

Dick, Wm, Haymarket, Baker. July 15. Charrington v Dick, V.C. Wickens. Palmer, Coleman-st

Heinke, Gotthilf Fredk, Gt Portland-st, Engineer. July 29. Re Heinke, M.R. Champion & Co, Ironmonger-lane, Cheapside

Howell, Hy, Driffield, Gloucester, Gent. July 31. Bryant v Little, V.C. Wickens. Mullings & Co, Cirencester

Jackson, Abram, Latchford, Chester, Carrier. July 22. Bury v Jackson, V.C. Wickens. Grundy & Coulson, Manch

O'Brien, Anne, Sutherland-pl, Bayswater. July 15. Butler v Kiernan, V.C. Malins. Partington, South-sq, Gray's-inn

Stainton, Sarah, Birm. Widow. July 20. Stainton v Stainton, V.C. Malins. Fallows, Birm

Watson, Wm John Pearson, North Seaton, Northumberland, Esq. Aug 31. Watson v Row, V.C. Wickens. Leadbitter, Leadenhall-st

NEXT OF KIN.

Sargent, John, Crayford, Kent. July 28. Vant v Scott, V.C. Malins.

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, June 30, 1871.

Affalo, Isaac, Gt Prescot-st, Merchant. July 31. Plows & Irvine, Mark-lane

Beckwith, Ambrose, Church-st, East Greenwich. Aug 5. Donne, Princes-st, Spitalfields

Bernard, Wm Hawker, Ottery St Mary, Devon, Esq. Aug 28. Mackenzie & Co, Crown-ct, Old Broad-st

Bishop, Wm, New Bond-st. Silversmith. July 31. May, Golden-sq

Brown, Geo Fras, The Cedars, Putney, Esq. Sept 25 (and not 5). Bell & Stewards, Lincoln's-inn-fields

Brunskill, Martha, Torquay, Devon, Widow. Aug 29. Gibbs, Bath

Butler, Harriett Cooper, Clarendon-st, Leamington, Warwick, Spinster Aug 29. Gibbs, Bath

Calton, Jas, Brenchley, Kent, Farmer. Aug 12. Pyke & Co, Lincoln's-inn-fields

Cannell, Fleetwood Jas, Shanow nr Sheffield, York, Manager. Aug 5. Bill, Walsall

Chamberlain, Marian, University-st, Tottenham-ct-rd, Widow. July 16. Fitz-john, Stevenage

Drinkwater, Esther, Heaton Norris, Lancashire, Widow. Aug 8, Smith, Stockport

Drinkwater, Geo, Heaton Norris, Lancashire, Gent. Aug 8. Smith, Stockport

Fruendt, John Chas Anton, Bridge-st, Blackfriars, Merchant. Sept 16. Randell, Gracechurch-st

Head, Geo, Bishopton, Durham, Gent. Sept 6. Newby & Co, Stockton-on-Tees

Hirst, John, Knottingly, York, Farmer. July 22. Carter, Pontefract

Lamb, Wm, Cleveland-ter, Esq. Aug 1. Nash & Co, Suffolk-lane, Cannon-st

Long, Jas, Southampton, Merchant. July 19, Goater, Southampton

Ongley, Hon Geo Henley, Old Warden, Bedford. July 31. Turner, Jermyn-st

Pearce, John Meriscoe, Lower Clapton, Esq. Sept 1. Phillips & Pearce, Abchurch-cnambers, Abchurch-yd

Phillips, Richd, Marylebone-st. Aug 31. Miller & Son, King-st, St James's-sq

Pinching, Isaac, Painswick, Gloucester, Gent. Sept 1. Kearsey & Parsons, Stroud

Powell, Sarah, Princes-sq, Bayswater, Spinster. Aug 1. Bartley & Saxton, Somerset-st, Portman-sq

Price Archibald Swayne, Whixley, York, Esq. Aug 15. Hirst & Capes Boroughbridge

Saunders, Mary Hatfield, Church-ct, Kensington. Aug 1. Tower, Lower Thames-st

Saunders, Sarah, Bath, Widow. Aug 19. Gill & Bush, Bath

Shaw, Fras Mary, Hyde-pk-ter, Kensington, Widow. Aug 5. Surr & Gribble, Abchurch-lane

Wells, Charlotte, Winchester, Widow. July 30. Bailey, Winchester

TUESDAY, July 4, 1871.

Bulcraig, Thos, Gateshead, Durham, Gent. Aug 12. Stanton & Atkinson, Newcastle-upon-Tyne

Fryer, Edwd Wm, Manch, Warehouseman. Aug 10. Powell & Whitehead, Pocklington

Hampton, Mary Ann, Bath, Hotel Keeper. Aug 15. Hamilton, Gt James-st, Bedford-row

Hart, John, Bradford, York, Land Surveyor. Aug 31. Peel, Bradford

Hatch, Benj, Tenterden, Kent, Auctioneer. July 31. Munn & Mace, Tenterden

Howe, Jas, Stretford, Lancashire, Gent. July 24. Needham, Manch

Pearce, Alfred, Bristol, Provision Merchant. Aug 31. Wood, Bristol

Pearce, Hy, Umzinto, Natal, South Africa, Gent. Aug 18. Brown & Son, Sheffield

Primer, David, Cheltenham, Gloucester, Italian Warehouseman. Sep 1. Griffiths, Cheltenham

Roe, Fras, Manch, Brewer. July 31. Needham, Manch

Sawyer, Rev Wm Geo, Old Dalby Hall, Leicester. Sept 29. Welby & Co, Nottingham

Weedon, Emery Stephens, Abbey-rd, St John's-wood, Gent. Aug 10. Parson & Lee, Abchurch House, Sherborne-lane

TUESDAY, July 4, 1871.

Breidenbach, Fras Hy, New Bond-st, Perfumer. July 24. Ronmieu v Breidenbach, V.C. Malins. Robson & Tidy, Sackville-st, Piccadilly

Catt, Wm Taylor, Dartford, Kent, Licensed Victualler. Aug 7. Gumbrell v Catt, V.C. Wickens. Russell & Co, Old Jewry-chambers

Collen, John, Soham, Cambridge, Farmer. July 27. Finch v Westrop, M.R. Hustwick, Soham

Dalton, Thos, Peakhill, Lincoln, Farmer. July 20. Yeatman v Beeken M.R. Venning & Co, Tokenhouse-yd

Dyke, Wm, Brecon, Gent. July 28. Dyke v Dyke, M.R. Matthews, Cardiff

Latter, Robt Booth, Pixfield, Kent, Gent. Aug 1. Tatam v Latter, V.C. Wickens Blaxland, Lincoln's-inn-fields

Went, Fras, Leominster, Hereford, Bookseller. July 31. Went v Hughes, V.C. Wickens. Clapham & Fitch, Bishopgate Without

Bankrupts.

FRIDAY, June 30, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cookson, John, Upper-rd, Plaistow, Builder. Pet June 28. Spring-Rice. July 13 at 12

Crespigny, Sir Claude Champion de, Queen's-gate, Hyde-pk, Bart. Pet June 29. Spring-Rice. July 13 at 11

Jennings, Thos Geo, & Jas Jennings, Whitechapel-rd, Plumbers. Pet June 27. Haslitt. July 13 at 11

Kerwood, Geo Kempster, Falmouth-rd, Dover-rd, Merchant. Pet June 29. Pepys. July 11 at 11

Miller, Hy Brougham, Cursitor-st, Barrister-at-law. Pet June 28 Spring-Rice. July 13 at 12.30

Milne, Geo Wm, Piccadilly, Jeweller. Pet June 26. Brougham. July 14 at 11

Roosslar, Geo, Oxford-st, Stepney, Baker. Pet June 28. Spring-Rice. July 13 at 1

To Surrender in the Country.

Burton, Gerard Septimus, Pembroke Dock, Lieut 2nd Bat 13th Reg. Pet June 23. Lloyd. Carmarthen, July 15 at 11

Clunan, Jas, Farnworth, Lancashire, Leather Dealer. Pet June 26. Holden. Bolton, July 12 at 10

Cowell, Joseph, Lpool, Joiner. Pet June 28. Watson. Lpool, July 13 at 2

Glany, Carl, Leeds, Cloth Merchant. Pet June 26. Marshall. Leeds, July 13 at 11

Hutchinson, Alex, Birm, Rivet Maker. Pet June 26. Chauntler. Birm, July 17 at 1
Lees, Harcourt Alfd, Lpool. Pet June 29. Watson. Lpool, July 18 at 2
Martin, Thos, Lpool, Pork Butcher. Pet June 29. Watson. Lpool, July 17 at 2
Newman, Thos, Folkestone, Builder. Pet June 26. Callaway. Canterbury, July 12 at 2
Spedding, Fras, Skelton, Cumberland, Farmer. Pet June 26. Halton. Carlisle, July 11 at 3
Sutcliffe, Joseph, Manch, Yarn Agent. Pet June 29. Kay. Manch, July 20 at 10
Webb, Richd, Birm, Tailor. Pet June 26. Chauntler. Birm, July 18 at 12
Wild, Saml, Openshaw, nr Manch, Draper. Pet June 22. Kay. Manch, July 13 at 9.30
Wood, W. R., Surbiton, Surrey, Brickmaker. Pet June 26. Bartrop. Kingston, July 13 at 3
Wyatt, Geo, Bristol, Licensed Victualler. Pet June 27. Harley. Bristol, July 12 at 12

TUESDAY, July 4, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chaplin, Thos, Baltic-pl, Lower-rd, Rotherhithe, Builder. Pet June 30. Murray. July 18 at 11
Roberts, Chas, York-rd, Lambeth, Musical Agent. Pet June 29. Pepys. July 14 at 12
Smythe, Fredk, Wellington-rd, Bow, Brewer. Pet July 1. Roche. July 19 at 11

To Surrender in the Country.

Bates, John, Northampton, Newsvendor. Pet June 30. Dennis. Northampton, July 15 at 10
Bennett, Geo, Hibaldstowe, Lincoln, Innkeeper. Pet June 17. Daubney. Gt Grimsby, July 14 at 11
Carlisle, Robt, Preston, Lancashire, Builder. Pet June 29. Myres. Preston, July 17 at 11
Death, Jas, Isleworth, Middx, Wheelwright. Pet June 30. Ruston, Brentford, July 18 at 10.30
Dicks, John, Exeter, Devon, out of business. Pet July 1. Daw. Exeter, July 17 at 11
Gardiner, Chas, Stow-on-the-Wold, Gloucester, out of business. Pet June 30. Gale. Cheltenham, July 17 at 12
Headford, Wm, Birm, Coal Dealer. Pet July 1. Chauntler. Birm
Howard, John Wheeler, Aylesbury, Bucks, Coal Merchant. Pet June 30. Watson. Aylesbury, July 21 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, June 30, 1871.

Aris, Wm, West Cowes, I of W, Hotel Keeper. May 24
Shelton, Richd Marten, Crawland, Lincoln, Veterinary Surgeon. May 22
Sheppard, Richd John, Wigmore-st, Cavendish-sq, Clerk. June 28

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 30, 1871.

Allen, Geo, sen, Northampton, Milliner. July 18 at 12, at office of White, Derngate, Northampton
Allen, Jas, jun, Gt Malvern, Worcester, Bootmaker. July 13 at 3, at office of Tree, Broad st, Worcester
Atkinson, Richd, Spennymoor, Durham, Retailer of Beer. July 11 at 3, at offices of Marshall, Claypath, Durham
Baggs, Cornelius Richd, Plymouth, Devon, Engraver. July 19 at 11, at offices of Whiteford & Bennett, Courtenay st, Plymouth
Baldock, John, Little Kippings Farm, Kent, Farmer. June 12 at 4, at offices of Stone & Co, Church rd, Tunbridge Wells
Barker, Robt, Hackford, Norfolk, Grocer. July 14 at 11, at offices of Cooks, Bank plain, Norwich
Bawden, Chas, Poldice, Cornwall, Mine Agent. July 10 at 12, at offices of Carlyon & Paull, Quay st, Truro
Beardmore, Thos, Stoke-upon-Trent, Stafford, Fish Dealer. July 23 at 11.30, at offices of Stevenson & Davies, Brook st, Stoke-upon-Trent
Bedlington, Joseph, Lpool, Glass Dealer. July 11 at 3, at office of Hindle, Pekin bldgs, Harrington st, Lpool
Bentley, Thos, Wigan, Lancashire, Furniture Broker. July 12 at 11, at office of Leigh & Ellis, Commercial yd, Wigan
Bland, John Geo, Finsbury pavement, Accountant. July 17 at 2, at office of Gregory & Owens, Cheapside
Blizzard, Alf Hy, Bristol, Auctioneer. July 8 at 12, at offices of Clifton, Corn st, Bristol
Black, Saml, Armscroft, Salop, out of business. July 14 at 11, at office of Morris, Swan hill, Shrewsbury
Bridle, Hy Chas, Worcester, Hairdresser. July 11 at 12, at office of Abell, Foregate st, Worcester
Bulleid, John, Plymouth, Devon, Builder. July 18 at 12, at offices of Boyes & Co, Frankfort st, Plymouth
Burt, Jas, Isleworth, Grocer. July 19 at 2, at offices of Bland, Finsbury pavement. Pope, Fenchurch st
Coley, Geo Dunn, Cheetham, Lancashire, Book-keeper. July 17 at 3, at offices of Mann, Marsden st, Manch
Clegg, Squire, Lpool, Grocer. July 27 at 3, at offices of Blease & Co, Commerce chambers, Lord st, Lpool. Evans & Lockett, Lpool
Cocke, Alf, Thaberton st, Islington, Oilman. July 21 at 1, at offices of Webb, Austin Friars
Comann, Joseph, Manch, Restaurant Keeper. July 13 at 2, at offices of Evans, St George's chambers, Albert sq, Manch
Cookson, Chas, Middlewich, Chester, Innkeeper. July 17 at 11, at office of Cooke, Kinderton st, Middlewich
Cryer, Geo, Bitton, nr Bath, Butcher, July 12 at 12, at office of Wilton, Old King st, Bath
Curtis, Richd, Langham pl, Regent st, Estate Agent. July 17 at 11, at the Guildhall Coffee house, Gresham st, Chidley
Day, Joseph Rhods, Manch, Broker. July 12 at 3, at offices of Kearsley, Brazennose st, Manch
Dickens, Edwd, Russell st, Rotherhithe, General Dealer. July 10 at 4 at offices of Chipperfield, Trinity st, Southwark
Dobbin, Wm, Cardiff, Glamorgan, Shipchandler. July 15 at 12, at offices of Barnard & Co, Crockherbtown, Cardiff
Eland, Edwd, Leeds, Linen Draper. July 12 at 3, at office of Simpson, Albion st, Leeds
Empson, Robt, Gt College st, Camden town, out of business. July 14 at 2, at 24 Red Lion sq. Maynard, Clifford's inn
English, Fredk, Charlton Ling's, Gloucester, Major-General. July 13 at 4, at offices of Winterbotham & Co, Rodney ter, Cheltenham
Evans, Mary, Abergavenny, Monmouth, Shoe Manufacturer. July 17 at 3, at the Angel Hotel, Abergavenny. Sayce, Abergavenny
Francis, Robt, Brighton, Sussex, Linen Draper. July 18 at 12, at offices of Smith & Co, Bread st, Cheapside
Frazer, Jas, Runcorn, Chester, Saddler. July 12 at 2, at office of Wood, Bridge st, Runcorn
French, Geo Hy, Worthing, Sussex, Printer. July 13 at 1, at the Guildhall Tavern, Gresham st. Luckett, Worthing
Gardiner, Chas, Stow-on-the-Wold, Gloucester, out of business. July 14 at 1, at offices of Boodle, Bedford bldgs, Cheltenham
Glover, Hy, Clarendon rd, Notting hill, Plumber. July 17 at 12, at office of Farrar, Carter lane
Gray, John Wm Horace, Beresford rd, Highbury New pk, Iron Merchant. July 14 at 3, at office of Bradley, Mark lane
Guy, Jesse, Brighton, Sussex, Working Jeweller. July 13 at 12, at offices of Gutteridge, Ship st, Brighton
Hall, Wm Stephen, Green st, Bethnal green, Grocer. July 12 at 12, at offices of Cottman, Buckingham st, Strand
Harris, Edwin, Wrexham, Denbigh, Music Seller. July 18 at 4, at the Bedford Head Hotel, Covent garden. Sherratt, Wrexham
Harris, Lewis, Leeds, Hat Manufacturer. July 13 at 11, at offices of Pullan, Bank chambers, Park row, Leeds
Hatton, Wm, Glamorgan, Pastry Cook. July 14 at 12, at offices of Hancock & Co, John st, Bristol
Hedges, Fras Edwd, Red Cross st, Milliner. July 13 at 2, at offices of Buckler, Fenchurch st
Herring, Geo, Nottingham, Shoeing Smith. July 7 at 12, at office of Belk, High pavement, Nottingham
Hillier, Edwin Fredk, King st, West Hammersmith, Stationer. July 27 at 2, at offices of Hilbery, Crutched Friars
Holland, Wm Hy, Pendleton, Lancashire, Grocer. July 13 at 2, at offices of Hardy, St James'-sq, Manch
Honniball, Wm, Camomile st, Packing Case Maker. July 19 at 2, at office of Cooke, Gresham bldgs, Guildhall
Hopkins, John, Reading, Berks, Draper. July 13 at 3, at offices of Dryland, Reading
Izant, Hy & Hylton Spagnoletti, Circus st, Marylebone, Electrical Engineers. July 18 at 1, at the Inns of Court Hotel, Holborn. Cooke, Raymond bldgs, Gray's inn
James, John, Cardiff, Glamorgan, Grocer. July 11 at 2, at office of Lewis, Church st, Cardiff. Payne
Jaques, Richd & Edwd Jaques, Scarborough, York, Millers. July 20 at 12, at offices of Richardson, Queen st, Scarborough
Jermyn, Peter, Weedington rd, Kentish town, Grocer. July 13 at 1, at offices of Briant, Winchester house, Old Broad st
Jones, Michael Daul, Bala, Merioneth, Minister of the Gospel. July 13 at 12, at the White Lion Hotel, Bala. Adams, Ruthin
Journet, Chas, Queen's rd, Bayswater, Fancy Box Manufacturer. July 10 at 3, at office of Marshall, Lincoln's inn fields
Knight, Robt Keighwin, Bristol, Grocer. July 14 at 11, at offices of Plummer, Bristol chambers, Nicholas st, Bristol
Lloyd, Andrew Wallace, Gosport, Hants, Contractor. July 11 at 3, at office of Feltham, North st, Portsea
McBryde, Anthony, Halifax, York, Draper. July 11 at 12, at offices of Chesney, Dewhirst bldgs, Bradford. Moore, Bradford
Mellor, David, Lawdon, Guiseley, York, Painter. July 11 at 10, at offices of Hargreaves, Market st, Bradford
Milthorp, Wm, Bradford, York, Paper Merchant. July 19 at 3.30, at offices of North & Sons, East parade, Leeds
Moore, Fras, Burton-on-Trent, Stafford, Licensed Beer Retailer. July 20 at 11, at office of Wilson, Guild st, Burton-on-Trent
Morgan, Wm, Bramley rd, Notting hill, Stonemason. July 14 at 3, at offices of Lamb, Bedford row
Morris, Wm, Leeds, Billiard-table Maker. July 13 at 12, at offices of Spirett, East parade, Leeds
Nichols, Alex Jas, Margate, Kent, Boot Dealer. July 21 at 2, at offices of Barlee, Old Broad st
Nook, Robt, Scarborough, York, Provision Dealer. July 12 at 11, at the Crown inn, Wheelgate, Malton
Pelling, Edmd Dearing, Bexhill, Sussex, Coal Merchant. July 12 at 2.30, at the Provincial Hotel, Havelock rd, Hastings. Philbrick, Hastings
Physick, Mehala, Tiverton, Devon, Milliner. July 15 at 11, at offices of Loosemore, St Peter st, Tiverton
Porter, Thos, Leeds, News Agent. July 12 at 11, at offices of Pullan, Bank chambers, Park row, Leeds
Preston, Fras, Manch, Engineer. July 12 at 3, at offices of Fox, St Ann's st, Manch
Quintavalle, Robt, Swansea, Glamorgan, Ship Chandler. July 14 at 2, at offices of Barnard & Co, Albion chambers, Bristol
Reynolds, Geo, Bishopwearmouth, Durham, Carman. July 12 at 11, at offices of Eglinton, Lambton st, Sunderland
Rickards, Wm, Kidderminster, Licensed Victualler. July 11 at 3, at at the Fox inn, Kidderminster. Prior
Roeder, Fredk Wm, Churchfield rd, Acton, Baker. July 13 at 3, at offices of Holloway, Gracechurch st. Heathfield, Lincoln's inn fields
Rose, Hy, New rd, Whitechapel, Tea Dealer. July 15 at 2, at office of Downing, Basinghall st
Searle, John, Buckfastleigh, Devon, Draper. July 17 at 12, at offices of Boyes & Co. Frankfort st, Plymouth
Smith, Hy, Fieldhead, Birstal, York, Innkeeper. July 12 at 10, at offices of Atkinson, Fountain st, Bradford. Hargreaves
Stones, Wm, Sheffield, Clothier. July 14 at 12, at offices of Binney & Son, North Church st, Sheffield
Swann, David, Ashton-under-Lyne, Lancashire, Tailor. July 11 at 3, at offices of Royle, St Ann's st, Manch. Duckworth
Taylor, John, Morley, Batley, York, Saddler. July 13 at 22. at the Golden Lion Hotel, Briggate. Scatchard

Thompson, Wm, Penzance, Cornwall, Draper. July 14 at 12, at offices of Roscorla & Son, North parade, Penzance
Towndrow, David, Manch, Woollen Cloth Merchant. July 19 at 3, at the Wellington Hotel, Nicholas-croft, High st, Manch. Sampson, Manch
Vennor, John, Coal Orchard, Somerset, Waiter. July 15 at 10, at office of Pook, Alfred st, Taunton
Walker, Arthur, South Sea, nr Wrexham, Denbigh, Shopkeeper. July 13 at 11, at offices of Hughes, Regent st, Wrexham
Waller, John, Middlesborough, York, Butcher. July 14 at 3, at office of Belk, North st, Middlesborough
Way, Robt, Castle Cary, Somerset, Cabinet Maker. July 12 at 11, at the White Lion Hotel, Broad st, Bristol. Watts, Yeovil
West, Wm, Hunslet, nr Leeds, Engineer. July 17 at 3, at offices of Granger, Bank st, Leeds
Wills, Saml, Old Kent rd, Oil Merchant. July 19 at 3, at offices of Broad & Co, Poultry. Pattison & Co, Lombard st
Wilson, Jas, Bradford, York, Tea Dealer. July 10 at 11, at offices of Terry & Robinson, Market st, Bradford
Winney, John, Swan village, West Bromwich, Stafford, Licensed Victualler. July 14 at 11, at offices of Jackson, Lombard st, West Bromwich
Wise, Joseph, Lpool, Carpet Salesman. July 18 at 3, at office of Harris, Union ct, Castle st, Lpool

TUESDAY, July 4, 1871.

Attkin, Allen, Nottingham, Grocer. July 21 at 12, at office of Belk, High pavement, Nottingham
Baines, Richd, & Wm Cooke, Doncaster, York, Tailors. July 19 at 2, at office of Ellis, St George's gate, Doncaster. Burdekin & Co, Sheffield
Baseley, Jas Tarry, Litchborough, Northampton, Farmer. July 20 at 3, at the Globe Hotel, Weedon. Roche, Daventry
Brammer, John Lawson, Manch, Comm Agent. July 15 at 11, at office of Blair & Binney, Brown-st, Manch
Brodrick, Wm Robson, Seaham Harbour, Durham, Grocer. July 17 at 3, at offices of Gales, West Sunniside, Sunderland
Brooks, Edgar, Birm, Gun Maker. July 15 at 11, at offices of Southall & Son, Newall st, Birm
Capper, Thos, Park st, Islington, Working Jeweller. July 18 at 1, at offices of Birchall & Rogers, Southampton bldgs, Chancery lane. Harrison, Furnival's inn
Cook, Jane, Kidderminster, Worcester, Coal Dealer. July 10 at 3, at office of Saunders, Mill st, Kidderminster
Dancer, Danl Twidell, Argyll st, Coffee-house Manager. July 15 at 3, at offices of Evans & Co, John st, Bedford row
Durrant, Jabez Alfd, John st, Crutched friars, Wine Merchant. July 18 at 12, at offices of Ellis & Crossfield, Mark lane
Edgeworth, Richd Batten, Bristol, Ironmonger. July 14 at 12, at offices of Hancocks & Co, John st, Bristol. Press & Inskip, Bristol
Farthing, Wm John, Newcastle-upon-Tyne, Cabinet Maker. July 12 at 12, at office of Hoyle & Co, Mosley st, Newcastle-on-Tyne
Glindenning, Sarah, & Robt Pince Glendenning, Chiswick, Florist. July 19 at 2, at office of Lea, Furnival's inn, Holborn. Marshal, Hammersmith
Hawlow, Clement Jas, Birm, Electro Gilder. July 11 at 3, at offices of Rowlands, Ann st, Birm
Hill, Moses, Newton-le-Willows, Lancashire, Draper. July 18 at 11, at office of Davies & Co, Commercial chambers, Warrington
Hopkins, Wm, Handsworth, Stafford, Surgeon. July 14 at 3, at offices of Assinder, Union st, Birm
Hoorsfall, Robt. Shipley, York, Shopkeeper. July 12 at 3, at the Northgate Hotel, John St, Bradford. Rhodes, Bradford
Howard, Geo, Eydon, Northampton, Innkeeper. July 14 at 2, at the Blackamoor's Head Inn, Eydon. Kilby & Son, Banbury
Howe, Hy, Southend, Bazaar Keeper. July 21 at 1, at 16, Finsbury pavement. Sword
Howells, Wm Job, Winchester, Tobacconist. July 15 at 12, at office of Godwin, St Thomas st, Winchester
Ibberson, John Kilburn, Marsh, York, out of business. July 19 at 11, at office of Clough & Son, Market st, Huddersfield
Jerdan, Chas Stuart, Plymouth, Devon, Engineer. July 18 at 11, at office of Elworthy & Co, Courtenay st, Plymouth.
Johns, Fredk Isaac, Birm, Grocer. July 14 at 3, at office of Walford, Waterloo st, Birm
Kaye, Geo, Huddersfield, York, Farmer. July 17 at 11, at offices of Clough & Son, Market st, Huddersfield
Keating, Patrick, Billiter st, Printer. July 12 at 12, at office of Howell, Cheapside
King, Chas, Cambridge, Publican. July 18 at 11, at office of Ellison, Alexandra st, Petty Cury, Cambs
Lesiter, John, Wall st, Ball's Pond, Glass Dealer. July 18 at 2, at office of Dubois, Gresham bldgs, Basinghall st
Mitchell, Thos, Manch, Builder. July 18 at 3, at office of Jones, Princess st, Manch
Naylor, Joseph, Holbeck, York, Coal Leader. July 19 at 11, at offices of Pullan, Bank chambers, Leeds
Pagan, Alex, Croscombe, Somerset, Licensed Victualler. July 19 at 12, at office of Hobbs, Wells
Page, Geo, Birm, Ironfounder's Manager. July 14 at 3, at offices of Maher, Upper Temple st, Birm
Rowley, Martha, St John's sq, Working Jeweller. July 12, at the Queen's Hotel, Birm, in lieu of the place originally named
Rowling, Fredk, Newmarket All Saints, Cambs, General-shop Keeper. July 18 at 11
Scholes, John, Wigan, Lancashire, Boiler Maker. July 19 at 2, at offices of Darlington, King st, Wigan
Shillito, Geo, Riccall, York, Joiner. July 14 at 10, at the Greyhound Inn, Riccall
Smith, Thos, & Jonathan Smith, Bristol, Cabinet Makers. July 17 at 11, at office of Plummer, Bristol chambers, Bristol
Taylor, Thos, Writbenhall, Worcester, Manager of Blue Works. July 11 at 3, at office of Saunders, Mill st, Kidderminster
Thompson, Johnson, Sunniside, Durham, Joiner. June 15 at 11 at office of Ritson West Sunniside, Sunderland
Thornton, Robt, Cleckheaton, York, Cardmaker. July 17 at 3, at the George Hotel, Cleckheaton. Carr & Cadman, Cleckheaton
Trevor, Wm Durant, Cardiff, Glamorgan, Clothier. July 17 at 12, at office of Hancock & Co, John st, Bristol
Wallis, Thos, Rotherhithe st, Licensed Victualler. July 27 at 2, at office of Nash & Co, Suffolk lane, Cannon st
Watson, John Percival, St Dunstan's hill, Comm Agent. July 31 at 2, at office of Brett & Co, Leadenhall st
Watson, Walker, & Tom Gledhill Watson, Leeds, Builders. July 17 at 11, at office of Pullan, Bank chambers, Leeds